



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

June 4, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF PARKS AND RECREATION: APPROVAL OF
A DATA CONVERSION SERVICES CONTRACT WITH
DATAGRAPHIC COMPUTER SERVICES, INC.
(SUPERVISORIAL DISTRICT 2) (3 VOTES)**

CIO RECOMMENDATION: (X) APPROVE

SUBJECT

The purpose of this recommended action is to approve a contract with a qualified contractor to more economically provide data conversion services for the Los Angeles County's County-wide Accounting and Purchasing System and produce various monthly reports for the Department of Parks and Recreation that include full-time and part-time employee time cards, vehicle and equipment mileage segregation, and employee mileage usage segregation.

IT IS RECOMMENDED THAT YOUR BOARD

1. Find the proposed action exempt from the California Environmental Quality Act for the reasons cited herein.
2. Find that the recommended Contract for data conversion services can be performed more economically by an independent contractor than by Los Angeles County employees to produce various monthly reports under the County-wide Accounting and Purchasing System for the Department of Parks and Recreation.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

3. Approve and instruct the Chair to sign the contract with Datagraphic Computer Services, Inc., for data conversion services at the Department of Parks and Recreation for a total maximum cost of \$20,475 per year, for one (1) year effective July 1, 2008, with two (2) one-year renewal options, for a maximum contract term of three (3) years.
4. Authorize the Director of Parks and Recreation to execute future amendments to add or change certain terms and conditions in the Contract as required by the Board of Supervisors or Chief Executive Officer.
5. Authorize the Director of Parks and Recreation to exercise the Contract renewal options annually if, in the opinion of the Director, the Contractor has successfully performed the services during the previous contract period and the services are still required and cost effective. Said renewal option years may include a cost-of-living adjustment per option year as determined by the Chief Executive Office.
6. Authorize the Director of Parks and Recreation to annually expend an additional ten (10) percent of the Contract costs per year, due to changes affecting monthly volume projections within the scope of the Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The data conversion services are currently provided by the private sector through a Contract with Datagraphic Computer Services, Inc., (Datagraphics) which expires on June 30, 2008. The contract services include providing various monthly reports for the County of Los Angeles (County) County-wide Accounting and Purchasing System (eCAPS) regarding full-time and part-time employee time cards, County vehicle and equipment mileage segregation and employee mileage usage segregation. The proposed Contract with Datagraphics will replace that Contract and ensure that the Department of Parks and Recreation (Department) continues to provide the best possible services to the County without any interruption of services.

The Department's cost analysis shows that services can be performed more economically by an independent contractor. The proposed contracted services will enable the Department to continue to provide data conversion services at the present service level resulting in continued savings to County.

Implementation of Strategic Plan Goals

The recommended action is consistent with the Department's approved Business Automation Plan. The proposed Contract with Datagraphics will further the County's Strategic Plan Service Excellence (Goal 1) and Fiscal Responsibility (Goal 4) through the provision of quality data conversion services at a savings over County costs.

FISCAL IMPACT/FINANCING

In accordance with County policy, the Contract contains a cost-of-living adjustment (COLA) provision based on an annual rate determined by the Chief Executive Office (CEO) prior to the beginning of each respective fiscal year, whereby the Director of Parks and Recreation (Director), at his sole discretion, may increase the Contractor's compensation during the option years. The COLA adjustment rate is capped at the lesser of: the most recently published percentage change in the Bureau of Labor Statistics, Los Angeles-Riverside-Orange County, Consumer Price Index for Urban Consumers (CPI-U) for the 12-month period preceding the Contract anniversary date or the general salary movement percentage for County employees for the 12-month period preceding the prior July 1st. The current COLA rate of four (4) percent was approved by the CEO on May 25, 2007.

The decision to include the COLA is based on the Department's experience that Contractors may incur an increase in costs, such as insurance premiums, fuel, etc., during the option years which could impact their performance. As a result, this provision allows the Director to review cost information during the option years to determine if a COLA is justified, subject to approval by the CEO.

To manage increases affecting monthly volume projections, the Department is recommending that the Board authorize the Director to adjust the Contractor's service requirements and corresponding Contract cost on an as-needed basis within the scope of work up to ten (10) percent in any Contract year or extension period.

The Department will not request the Contractor to perform services which will exceed the approved maximum Contract amount, scope of work, or Contract dates.

Operating Budget Impact

The actual annual cost of the proposed Contract is \$20,475, or 18 percent less the current Contract cost of \$25,000. Sufficient appropriation is budgeted in the Department's Fiscal Year 2008-09 Operating Budget to fund the cost of the

recommended Contract and any unforeseen service needs, including the recent Board action to increase the living wage rates to accommodate the cost in the current year and future years of the Contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Contract is for one (1) year and includes a provision whereby the Director may annually extend the Contract for up to two (2) one-year option periods, for a maximum contract term of three (3) years. The Director may exercise options if, in his opinion, the Contractor has successfully performed the services during the previous Contract period and the services are still required and cost effective.

The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to this proposed Contract, as County employees can perform these contracted services. The Contract complies with all of the requirements of the County Code Section 2.201. The Contractor will pay its full-time employees the required \$11.84 per hour without health benefits or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO amended by your Board on March 15, 2007, and confirms that they comply with the County's living wage reporting requirements.

In compliance with the provisions of the County Code Sections 2.121.250 through 2.121.420, this Department solicited proposals from private Contractors for data conversion services.

The mandatory requirements for contracting, as identified in Section 2.121.380 of the County Code have been met.

The Proposition A cost analysis indicates that the recommended Contract for data conversion services can be performed more economically by the private sector. The annual Contract cost of \$21,808, represents the Contractor's direct cost of \$20,475, plus the Department's indirect cost of \$1,333, for contract monitoring. This represents an estimated savings of \$35,850, less than the estimated annual County cost of \$57,659, to perform similar services for one (1) year (Attachments I, II, and III).

Contract monitoring consists of administrative and field audits and evaluations of Contract performance and compliance. This includes, but is not limited to, on-site visits of Contractor's various locations to conduct evaluations of the quality and frequency of data conversion services; evaluation to ensure that insurance documents are up to date; conducting employee interviews for the LWO and County Jury Service Program compliance and reporting requirements; and for the purposes of maintaining an updated Countywide Contracting database.

The award of this Contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations.

This Contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203, Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; and the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

The Department will comply with the Board policy to exclude the cost of labor from the base upon which a COLA is calculated, unless the Contractor can show that its labor cost will actually increase.

The California State Department of Industrial Relations, Division of Labor Standards Enforcement was contacted and reported no negative information on the Contractor.

Datagraphics has executed the attached Contract and will provide the required insurance policies prior to the start of this Contract naming the County as an additional insured.

The Chief Information Officer (CIO) concurs with the Department's recommendation (see Attachment IV CIO Analysis). County Counsel has approved the Contract as to form. The CEO's Risk Management Branch has reviewed and approved the Contract provisions relating to insurance and indemnification.

ENVIRONMENTAL DOCUMENTATION

The proposed action is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15378 (b) (5) of the State CEQA Guidelines because the action is an administrative activity that will not result in direct or indirect physical changes in the environment.

CONTRACTING PROCESS

On November 8, 2007, the Department commenced solicitation for data conversion services by posting a notice for this project on the County's "Doing Business with Us" website. The notice also included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this project. Attachment V is a listing of Contractors who are registered for Data Conversion Services on the Internal Services Department's Website and received notification of this project.

On November 21, 2007, the Department received one (1) proposal.

The proposal was first reviewed to ensure compliance with mandatory minimum requirements outlined in the Request for Proposal (RFP) and cost-effectiveness. Having met those requirements, the proposal was then evaluated by an evaluation committee.

The Evaluation Committee consisted of three (3) Department employees. The committee members reviewed the proposal for business experience and qualifications, staffing, compliance with the Living Wage Program, quality control, and the ability to accomplish the required data conversion services. Based on the evaluation criteria described in the RFP, Datagraphics was determined to have met all requirements.

Proposition A Contracts valued under \$1 million are no longer reviewed by the Auditor-Controller for cost-effectiveness, as stated in their memo of October 2, 2003. Therefore, the Proposition A cost analysis was performed internally using the guidelines and methodologies consistent with the Auditor-Controller procedures.

Attachment VI reflects the Proposer's minority participation. It should be noted that upon final analysis and award, the Contractor was selected without regard to gender, race, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this Contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. Additionally, this Contract will not result in the displacement of any County personnel as these services are currently being performed by the private sector. This Contract will commence July 1, 2008; therefore, there will be no impact to existing staff or service levels.

CONCLUSION

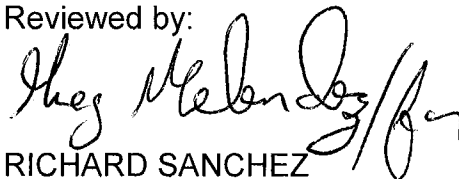
It is requested that a certified copy of the action taken by your Board and a fully executed copy of the attached Contract be mailed to: Datagraphic Computer Services, Inc., Attention: Ms. Rose Chow, 6829 Lankershim Boulevard, North Hollywood, California 91605. It is also requested that four (4) conformed copies be forwarded to the Department of Parks and Recreation.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

Reviewed by:



RICHARD SANCHEZ
Acting Chief Information Officer

WTF:LS:RG:KEH
GAB:MG:rc

Attachments (6)

c: County Counsel
Chief Information Officer

**County's Estimated Avoidable Costs Compared to Datagraphic Computer Services, Inc.'s Costs
for DATA CONVERSION SERVICES**

COUNTY COSTDIRECTSalaries

Position	Employee Benefits w/5th Step Variance ⁽¹⁾	No. of Positions ⁽²⁾	No. of Months	Total
Data Conversion Equip Operator I	4,391.48	0.2963	12	\$15,612
Data Conversion Equip Operator II	4,887.83	0.2963	12	17,376
Data Conversion Supervisor I	5,322.04	0.2963	12	18,920
		0.8888		\$51,909

1. 5th Step Variance @ 97.1133%

2. Positions reflect annual Hours @ 1762

Vehicle Usage/ Fixed Assets	No. of Units	No. of Miles/Hrs	Cost Per Mile/Hour	Total
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Vehicle/Equipment Usage

- \$0

\$0

Fixed Assets

\$0

\$0

Services & SuppliesData Conversion

\$5,750

IBM Compatible computer with minimum: 120 gB hard drive; 512 kB RAM, 2GHz CPU, 19" monitor, & cd burner
Lazer printer, pens, pencils, paper, floppy discs, CDs, and other miscellaneous office supplies

\$5,750

Total Services and Supplies/Equipment

\$5,750INDIRECT

Avoidable Overhead Contract Admin.

\$0

Avoidable Overhead Agency Admin.

\$0

\$0

TOTAL ESTIMATED COUNTY AVOIDABLE COSTS⁽³⁾**\$57,659**

3. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTSCONTRACTOR'S DIRECT COST

Employee Salaries and Benefits

\$13,143

Services & Supplies and Equipment

\$2,889

Overhead

\$4,443

Profit

\$0

TOTAL CONTRACTOR COSTS⁽⁴⁾**\$20,475**COUNTY INDIRECT COSTS

Unavoidable Overhead Contract Admin. \$8,825 x 1% =

\$88

Unavoidable Overhead Agency Admin. \$41,506 x 3% =

\$1,245

TOTAL COUNTY INDIRECT COST⁽⁵⁾**\$1,333**

TOTAL CONTRACTING COST (Direct Costs plus Indirect Costs)

\$21,808

**ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED
COUNTY AVOIDABLE COSTS LESS TOTAL CONTRACTING COSTS)**

\$35,850

4. Contractor's bid on the RFP.

5. Contract monitoring conducted by existing County staff.

**Datagraphic Computer Services, Inc.'s Proposed Costs by Category
for Data Conversion Services**

Employee Salaries and Benefits

<u>Position</u>	<u>Full-Time Equivalent</u>	<u>Annual Hours</u>	<u>Hourly Rate</u>	<u>TOTAL</u>
Data Entry Manager	0.12	212	\$17.01	\$3,606
Assistant Manager	0.13	221	\$12.50	\$2,763
Lead Operator	0.15	260	\$12.03	\$3,128
Data Entry Operator	0.15	260	\$9.64	\$2,506
Driver	0.03	48	\$9.64	\$463
Total	0.57	1,001		\$12,466
Employee Benefits				<u>\$678</u>

Total Employee Salaries and Benefits **\$13,143**

Services, Supplies, and Equipment

Equipment: auto, computers, monitors, cd burners, lazer printers	\$1,573
Supplies: printer ink cartridges, cds, floppy discs, paper	\$894
Services: data pick up, report delivery	<u>\$422</u>

Total Services, Supplies and Equipment **\$2,889**

Overhead

Insurance (General Liability, Worker's Comp, Auto, Umbrella)	\$1,200
Employee Taxes (Social Security, Medicare, State Disability)	<u>\$543</u>
Total Insurance/Employee Taxes	\$1,743

Administrative: (Accounting, Bookkeeping, Management, Office Equipment, Utilities, Telephone)	<u>\$2,700</u>
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Total Overhead **\$4,443**

Profit \$0

Total Profit **\$0**

TOTAL CONTRACTOR'S COSTS **\$20,475**

**Difference Between County and Datagraphic Computer Services, Inc.'s Costs
by Category for Data Conversion Services**

Costs by Category	County	Contractor	Difference	Remarks
Staffing				
Data Conversion Equip Op I	0.29		0.29	
Data Conversion Equip Op II	0.29		0.29	
Data Conversion Supervisor I	0.29		0.29	{A}
Data Entry Manager		0.12	(0.12)	
Assistant Manager		0.13	(0.13)	
Lead Operator		0.15	(0.15)	
Data Entry Operator		0.15	(0.15)	
Driver		0.03	(0.03)	
TOTAL	0.87	0.58	0.29	
Salary Costs	\$51,908.00	\$13,143.00	\$38,765.00	{B}
(County Salaries include 5th Step Variance of 97.1133%)				
Employee Benefits	\$0.00	\$0.00	\$0.00	{C}
Included with Salary Costs				
Equipment, Services & Supplies	\$5,750.00	\$2,889.00	\$2,861.00	{D}
Taxes & Insurance	\$0.00	\$1,743.00	(\$1,743.00)	
Indirect Costs	\$0.00	\$2,700.00	(\$2,700.00)	{E}
TOTAL Costs (Less Profit)	\$57,658.00	\$20,475.00	\$37,183.00	
Contractor Profit	\$0.00	\$0.00	\$0.00	
TOTAL Costs	\$57,658.00	\$20,475.00	\$37,183.00	
Unavoidable Contracting Costs	\$0.00	\$1,333.00	(\$1,333.00)	
TOTAL County vs. Contracting Costs	\$57,658.00	\$21,808.00	\$35,850.00	

{A} The contractor has indicated that they can perform the services with less full-time equivalent staff since they are performing similar services in the area. The number of County positions is based on the total number of hours divided by the annual County productive hours of 1,762.

{B} The County's and contractor's salary costs are based on full-time staff as well as a percentage of staff's time. In addition, the contractor's employees are paid more than \$5 less per hour than the County items. The contractor's salary costs are about 64% of the contract costs.

{C} Contractor will be providing health benefits to those hourly employees providing services under this contract. Therefore, as required by the Living Wage Ordinance, contractor will pay its hourly employees providing services under this contract no less than \$9.64 per hour plus \$2.20 per hour for health benefits.

{D} As indicated on Attachment II, the total costs for services, supplies, and equipment are approximately 14% of the contract costs.

{E} Contractor's indirect costs (overhead) are approximately 22% of the contract costs and are associated with the cost of management, telephone, utilities, office equipment and bookkeeping. For this contract, County's indirect costs are unavoidable.

CIO ANALYSIS

DEPARTMENT OF PARKS AND RECREATION APPROVAL OF DATA CONVERSION SERVICES CONTRACT WITH DATAGRAPHIC COMPUTER SERVICES

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 1 Yr # of Option Yrs 2

Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Russ Guiney, Director, Department of Parks & Recreation

Budget Information :

Y-T-D Contract Expenditures	\$ 0
Requested Contract Amount	\$ 22,573 (includes 10% contingency)
Aggregate Contract Amount	\$ 67,568 (maximum including optional years, but not including possible cost-of-living adjustments)

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Department of Parks and Recreation (Department) is seeking Board approval for a contract with Datagraphic Computer Services, Inc. (Datagraphics) to provide needed data conversion services. This is a one-year contract with two (2) one-year renewal options. The Department is also seeking Board delegated authority for the Director of Parks and Recreation to exercise the optional years after expiration of the initial term. The annual contract sum is \$22,523 (includes 10% contingency) effective July 1, 2008 with a maximum contract sum of \$67,568, if the all the optional years are exercised. A cost-of-living adjustment may be applied to each optional year after the initial one-year period.

Background:

Data conversion services are needed to convert handwritten data into electronic format for the Department's employee time cards, County vehicle and equipment mileage segregation submittals, and employee mileage usage segregation submittals. The Department has an existing contract with Datagraphics at the cost of \$25,000 per year that will expire on June 30, 2008. A solicitation was issued by the Department on November 8, 2007, and while only one proposal from Datagraphics was received, it met all stated requirements; therefore, the proposal was deemed valid. Currently, the Department is piloting eCAPS electronic time collection and once this system is fully implemented, these data conversion services will no longer be required.

Project Justification/Benefits:

The new agreement is less than the amount the Department is currently paying for data conversion services. Furthermore, the Department has presented detailed cost analysis, showing that these services can be performed more economically by contractors, at a net savings of \$35,850 per year. Also, these data conversion services will be required until the Department fully implements eCAPS electronic time collection.

Project Metrics:

The Department will conduct regular audits and evaluations of contractor's performance and compliance during the term of the contract including on-site visits, documentation audits, and employee interviews.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

If the proposal is not approved, the Department may have to consider redirecting internal resources to perform these data conversion services, resulting in an overall reduced level of service currently being provided by the Department.

Alternatives Considered:

The alternative is to request additional resources in the Department's 2008-09 Budget and begin a recruitment and training process, resulting in higher cost to the County.

Project Risks:

Project risks associated with this contract are minimal, as Datagraphics is the incumbent currently performing these services for the Department.

Risk Mitigation Measures:

Close and frequent monitoring of contractor's performance will minimize potential risks associated with this project.

Financial Analysis:

The annual contract sum is \$22,523 (includes 10% contingency) with a maximum contract sum of \$67,568, if all the optional years are exercised. The Department performed a thorough analysis of County costs versus contractor costs, including labor, materials, equipment, contract monitoring, and other associated activities. Also, the new agreement is less than the amount the Department is currently paying for these services.

CIO Concerns:

None.

CIO Recommendations:

The Chief Information Office recommends Board approval of the proposed Agreement.

CIO APPROVAL

Date Received: April 17, 2008

Prepared by: Frank Cheng

Date: 5/20/2008

Approved: 

Date: 5/20/2008

DATA CONVESRSION SERVICE CONTRACTORS
ACCURATE FORMS & SUPPLIES 1550 NORWOOD DRIVE #412, , HURST, TX, 76054-3654
ADVANCE BUSINESS GRAPHICS 3810 WABASH DR., , MIRA LOMA, CA, 91752-1134
AFRA CONSULTING & SERVICES INC 4551 GLENCOE AVENUE, SUITE 245, MARINA DEL REY, CA, 90292
ALPHANUMERIC DATA SERVICESCONSULTANTS 160 W FOOTHILL PARKWAY, STE 105, PMB#9, CORONA, CA, 92882-8545
AMERICAN EPAY, INC. 8420 W. BRYN MAWR AV. SUITE 510, , CHICAGO, IL, 60631
AUTOMATED DOCUMENTMANAGEMENT SOLUTIONS 125 TECHNOLOGY DR., STE. LL002, , CANONSBURG, PA, 15317-9541
BARCODE INDUSTRIAL SYSTEMS,INC 259 NORTHLAND BOULEVARD, , CINCINNATI, OH, 45246
BUSINESS KEYPUNCH OF VIRGINIA 6914 STAPLES MILL RD., , RICHMOND, VA, 23228-4932
CHOICE TECHNOLOGY INC 314 SPLITROCK BLVD, SUITE 5, BRANDON, SD, 57005
CREATIVE PLASTIC PRINTING ANDDIE CUTING 6365 NANCY RIDGE DR., , SAN DIEGO, CA, 92121-2247
DATA MANAGEMENT INTERNATIONALE 55 LUKENS DR., , NEW CASTLE, DE, 19720-2718
DATAGRAPHIC COMPUTER SVC 6829 LANKERSHIM BLVD., , NORTH HOLLYWOOD, CA, 91605-6109
DBW DATA MACHINE SERVICES, INC 8469 JUPITER DR., , BUENA PARK, CA, 90620-3318
GOVPLACE 15707 ROCKFIELD BLVD., STE. 305, , IRVINE, CA, 92618-2829
INFINITY PRESSINFINITY & BEYOND, INC. INFINITY & BEYOND, INC., 2440 N. GLASSELL ST., SUITE N, ORANGE, CA, 92865-2753
INSTANT DRAFTING TECHNOLOGY 14212 QUENT DRIVE, , TUSTIN, CA, 92780
INTERBASE CORPORATION 520 E. WEDDELL DRIVE, , SUNNYVALE, CA, 94089
JCT & COMPANY, INC. 16266 SALAZAR DR., , HACIENDA HEIGHTS, CA, 91745-4861
JOSEPH R SMITH & ASSOCIATES 23361 EL TORO RD., STE. 201, , LAKE FOREST, CA, 92630-6921
NEOTECH SYSTEMS, INC. 6 CENTERPOINTE DR., STE. 630, , LA PALMA, CA, 90623-2541
OPEN GATE SERVICES PO BOX 83592, , LOS ANGELES, CA, 90083-0592
SCANTRON CORPORATION 34 PARKER, , IRVINE, CA, 92618-1604
SPACEAGE INFOTECH, INC. 8902 REGAL AVE., , ANAHEIM, CA, 92804-6227
SPHERION TECHNOLOGY 10 UNIVERSAL CITY PLAZA, SUITE 1740, UNIVERSAL CITY, CA, 91608
TAJ SOFTWARE SYSTEMS 1711 60TH ST., APT. 1F, , BROOKLYN, NY, 11204-2209
WRIGHT LINE LLC 160 GOLD STAR BLVD, , WORCESTER, MA, 01606

County of Los Angeles - Community Business Enterprise (CBE) Program

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All Proposers/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Datagraphic Computer Services, Inc.

☒ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ I AM

☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 10883301

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed or color.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): 22						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American	1			2		3
Hispanic / Latino					2	6
Asian or Pacific Islander						3
American Indian/ Alaskan Native						
Filipino American						
White	1			2	1	1

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	40 %	%	%	%	%	60 %
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature: 	Title: Chief Financial Officer	Date: 4/7/08
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CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DATAGRAPHIC COMPUTER SERVICES, INC.

FOR

Data Conversion Services

76584

**CONTRACT PROVISIONS
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**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
DATAGRAPHIC COMPUTER SERVICES, INC.
FOR
DATA CONVERSION SERVICES**

This Contract and Exhibits made and entered into this 4th day of JUNE, 2008, by and between the County of Los Angeles, hereinafter referred to as the County and Datagraphic Computer Services, Inc., hereinafter referred to as the Contractor.

RECITALS

WHEREAS, the County may contract with private businesses for data conversion services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing data conversion services; and

WHEREAS, the County has determined that it is legal, feasible, and cost effective to contract data conversion services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, the Contractor is duly licensed and certified to engage in the business of data conversion services; and warrants that it possesses the competence, expertise, equipment, resources and personnel necessary to provide such services; and

WHEREAS, the Contractor has submitted a proposal to the County for provision of such services and based upon an evaluation of the proposals under Los Angeles County Code Section 2.121.320 the Contractor has been selected for recommendation for award of such contract;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, and N are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Pricing and Billing Schedule
- 1.2 EXHIBIT B - Statement of Work
- 1.3 EXHIBIT C - Sample Reports
- 1.4 EXHIBIT D – Data Conversion Instructions and Sample Source Documents
- 1.5 EXHIBIT E - Data Conversion Schedule
- 1.6 EXHIBIT F - Employee Acknowledgement and Confidentiality Agreements
- 1.7 EXHIBIT G - Living Wage Ordinance
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - IRS Notice 1015
- 1.10 EXHIBIT J - Safely Surrendered Baby Law
- 1.11 EXHIBIT K - Contractor's EEO Certification
- 1.12 EXHIBIT L - Monthly Certification for Applicable Health Benefits Payment
- 1.13 EXHIBIT M - Payroll Statement of Compliance
- 1.14 EXHIBIT N - Employee Notice of Living Wage Handout (Eng/Span)

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of services.

- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this Contract.
- 2.3 Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 2.4 Contractor Contract Manager:** The individual designated by the Contractor to administer the Contract operations after award of the Contract.
- 2.5 County Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 County Contract Manager:** Person designated by the Director with authority to manage the operations related to this Contract, or his/her authorized representative.
- 2.7 Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.
- 2.8 Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his authorized representative(s).
- 2.9 Monthly Contract Sum:** The amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract.
- 2.10 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.11 Day(s):** Calendar day(s) unless otherwise specified.

2.12 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 CONTRACTOR SERVICES

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit B, Statement of Work. All of said services shall be performed within Los Angeles County.
- 3.2 The annual volumes of job applications contained in the attached Exhibit A, Pricing and Billing Schedule, are estimates only and are based on currently known annual volume information. The actual annual volumes for each year of the Contract could increase or decrease substantially.
- 3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.4 The quality of Contractor's service provided under this Contract shall be at least equivalent to that provided by the County.
- 3.5 Except as otherwise provided for herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay, the timely performance of this Contract, that party shall, within in one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for the period commencing on July 1, 2008, following the approval thereof by the Board of Supervisors, and continuing through June 30, 2009, unless terminated sooner or extended, in whole or in part, as provided in this contract.
- 4.2 The County shall have the sole option to extend the Contract term for up to two (2) additional one-year periods. Each such option year shall be exercised at the sole discretion of the Director, which may include a cost

of living adjustment (COLA) per option year as provided for in Paragraph 5.4, hereinafter.

- 4.3 The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Subparagraph 10.30, Notices, of this Contract.
- 4.4 By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

5.0 CONTRACT SUM

- 5.1 The contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of data conversion services. Said sum shall comply with Exhibit A, Pricing and Billing Schedule.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any other entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 In no event shall the Contractor be entitled to compensation exceeding the total contract amount unless the Contract is amended in writing pursuant to Section 9.0, Change Notices and Amendments.

5.4 Cost of Living Adjustment (COLA)

If the County elects to exercise the option years, the contract (hourly, daily, monthly, etc.) sum, identified hereinabove, may, at the County's sole discretion, be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the CEO as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted. Where the County decides to grant a cost of living adjustment pursuant to this paragraph for contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the contractor can show his/her labor cost will actually increase.

5.5 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

- 5.6 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Director at the address herein provided under Subparagraph 10.30, Notices, of this Contract.

5.7 Invoices and Payments

- 5.7.1 The Contractor shall invoice the County monthly in arrears for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B, Statement of Work and priced in accordance with Exhibit A, Pricing and Billing Schedule.
- 5.7.2 The Contractor shall present two (2) copies of the monthly invoice for work performed during the preceding month. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. Said invoices shall include all required certifications and reports as provided for in this Contract, including Subparagraph 11.1, Compliance with the County's Living Wage Program. No invoice will be approved for payment unless the required subject documents identified hereinabove are included with the invoice.
- 5.7.3 The Contractor shall submit the monthly invoices to the County on or before the 15th calendar day of each month for services actually rendered during the preceding calendar month under the terms and conditions of this Contract. Said payment shall be made within thirty (30) days upon receiving a properly prepared and correct invoice, providing that all work performed during the preceding month has been inspected and accepted by the Director and that applicable certifications and reports have been submitted in accordance with the provisions of this Contract.
- 5.7.4 All invoices submitted by the Contractor for payment must have the written approval of the Director prior to any payment thereof. In no

event shall the County be liable or responsible for any payment prior to such written approval. The Contractor shall look for payment exclusively from the funds having been allocated by the County for such services.

5.7.5 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ENFORCEMENT OF CONTRACT

- 6.1 The Director shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as are needed to serve as Contract Monitor(s) in order to inspect and review the Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and (b) require the Contractor to provide such written documentation and/or regular reports as the Director deems necessary to verify and review the Contractor's performance under this Contract.
- 6.2 The County reserves the right to perform inspections at any time for the purpose of maintaining the Contractor's compliance with all Contract terms and conditions and performance standards.
- 6.3 The Contractor hereby agrees to cooperate with the Director, County Contract Monitors and Managers, and any appropriate State or Federal representative, in the review and monitoring of the Contractor's service program, records and procedures at any reasonable time, as requested by the County.
- 6.4 In the event the County commences legal proceedings for the enforcement of this Contract or recovery of the premises herein, the Contractor does hereby agree to pay any sum which may be awarded to

the County by the Court for attorney's fees and costs incurred in the action brought thereon.

7.0 OWNERSHIP OF MATERIALS, SOFTWARE, AND COPYRIGHT

- 7.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.
- 7.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 7.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 7.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

7.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Paragraph 7.5 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 7.3 or for any disclosure which County is required to make under any state or federal law or order of court.

7.6 All the rights and obligations of this Section 7.0 shall survive the expiration or termination of this Contract.

8.0 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION

8.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

8.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- a. Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- b. Replace the questioned equipment, part, or software product with a non-questioned item; or
- c. Modify the questioned equipment, part, or software so that it is free of claims.

- 8.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.0 CHANGE NOTICES AND AMENDMENTS

The County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions that may be necessary. All such revisions shall be accomplished in the following manner:

- 9.1 For any changes, as deemed necessary by the Director, and which affect the Contractor's service requirements as set forth in Exhibit B, Statement of Work, and any corresponding changes in the Contract Sum, not to exceed ten percent (10%), a Change Notice shall be prepared, and executed by the Contractor and the Director.
- 9.2 For any change which affects any other term or condition included in this Contract, or any changes in the Contractor's service requirements as set forth in Exhibit B that exceeds the annual contract amount plus ten percent (10%), excluding the provisions of Paragraph 5.4 hereinabove, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.
- 9.3 The County's Board of Supervisors, Chief Administrative Officer, or designee may require the addition of and/or change certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and the Director.

10.0 STANDARD TERMS AND CONDITIONS

10.1 ASSIGNMENT AND DELEGATION

- 10.1.1 The Contractor shall not assign its rights or delegate its duties

under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

10.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

10.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall

be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

10.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

10.4 COMPLIANCE WITH APPLICABLE LAW

10.4.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

10.4.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages,

costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

10.5 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit K, Contractor's EEO Certification.

10.6 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

10.6.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

10.6.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides

that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. The Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

10.7 CONFLICT OF INTEREST

- 10.7.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial

interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

10.7.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

10.8 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

10.9 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

10.9.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment

openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

- 10.9.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

10.10 CONTRACTOR RESPONSIBILITY AND DEBARMENT

10.10.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

10.10.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

10.10.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

10.10.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the

Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the

debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

10.10.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

10.11 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's

Child Support Services Department will supply the Contractor with the poster to be used.

10.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

10.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

10.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

10.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or

Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

10.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

10.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

10.15.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, appurtenances, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be completed according to the specifications and instructions provided by the Director and shall be completed immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

10.15.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

10.16 EMPLOYMENT ELIGIBILITY VERIFICATION

- 10.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 10.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

10.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 8.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up

facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

10.18 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

10.19 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

10.20 INDEPENDENT CONTRACTOR STATUS

10.20.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

10.20.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment

of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

10.20.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

10.21 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

10.22 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

10.22.1 Evidence of Insurance:

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Director, Attention: Contracts, Golf and Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007 prior to commencing services under this Contract. Such certificates or other evidence shall:

- a. Specifically identify this Contract.
- b. Clearly evidence all coverages required in this Contract.
- c. Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract.
- e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

10.22.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an

A.M. Best rating of not less than A:VII unless otherwise approved by the County.

10.22.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach.

10.22.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- b. Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- c. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

10.22.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor

shall pay full compensation for all costs incurred by the County.

10.22.6 Insurance Coverage Requirements for Subcontractors:

The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- a. The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- b. The Contractor providing evidence submitted by the Subcontractors evidencing that the Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

10.23 INSURANCE COVERAGE REQUIREMENTS

10.23.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

10.23.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

10.23.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible.

If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

10.23.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate.

10.24 INTERPRETATION OF DATA CONVERSION SPECIFICATIONS

10.24.1 Should any misunderstanding arise, the Director will interpret this Contract. If the Contractor disagrees with the interpretation of the Director, the Contractor shall continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Contractor may file a written request for a hearing before a Disputes Review Panel as provided hereinafter. The written request shall outline in detail the area of dispute.

10.24.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three County personnel having experience in the administration of data conversion contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within

one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

10.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 10.25.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 10.25.2 The Contractor shall certify to, and comply with, the provisions of Exhibit K, Contractor's EEO Certification.
- 10.25.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 10.25.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 10.25.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all

applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 10.25.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 10.25 when so requested by the County.
- 10.25.7 If the County finds that any provisions of this Subsection 10.25 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 10.25.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

10.26 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department of Parks and Recreation from acquiring similar, equal or like goods and/or services from other entities or sources.

10.27 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party, as set forth in Sub-paragraph 10.30 below and by facsimiles, telephone and electronic mail call as set forth herein:

Notice to the County:

Melissa Brown

FAX: (213) 637-5890

(213) 738-3098

mbrown@parks.lacounty.gov

Notice to the Contractor:

Rose Chow

FAX: (818) 982-8015

(818) 982-6423

data5@pacbell.net

10.28 NOTICES TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. The notice is set forth in Exhibit I of this Contract.

10.29 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its

implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit J of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

10.30 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon the Contractor shall be Datagraphic Computer Services, Inc., Attention: Ms. Rose Chow, 6829 Lankershim Blvd., North Hollywood, CA 91605. Any notice served by mail upon the County shall be addressed to the Director of Parks and Recreation, Attention: Contracts, Golf and Special Districts Division, 301 North Baldwin Avenue, Arcadia CA 91007, or such other place as may hereinafter be designated in writing to the Contractor by the Director. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

10.31 PUBLIC RECORDS ACT

10.31.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subsection 10.33, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request For Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions

will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 10.31.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the Public Records Act.

10.32 PUBLICITY

- 10.32.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- a. The Contractor shall develop all publicity material in a professional manner; and
 - b. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

10.32.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subparagraph 10.32 shall apply.

10.33 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

10.33.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy

of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

10.33.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 10.33 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

10.33.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

10.33.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to

review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to the Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then,

at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

10.34 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

10.35 RIGHT OF ENTRY

10.35.1 In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

10.35.2 In the event of such suspension or termination, all moneys due to Contractor or retained as security under the terms of this Contract shall be retained by the County; but such retention will not release the Contractor from liability for failure to perform under the terms of this Contract.

10.35.3 If in the sole discretion or judgment of the Director, the Contractor and/or its employee(s) are not properly performing the services required under this Contract, then the Contractor and/or all of its employees may be temporarily replaced by County personnel and payment to

be made by the County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Contractor from the County.

10.36 SUBCONTRACTING

- 10.36.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 10.36.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by the County.
 - d. The Contractor shall ensure delivery of all such documents to the Department at the address provided in Subsection 10.30, Notices, before any subcontractor employee may perform any work hereunder.
- 10.36.3 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 10.36.4 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing

services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

10.36.5 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

10.36.6 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

10.36.7 In the event Director should consent to subcontracting:

- a. each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties; and
- b. the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms and conditions of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

10.36.8 The Contractor shall obtain all Certificates of Insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County, from each approved Subcontractor.

10.36.9 The Contractor shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for the Contractor's own employees.

10.37 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 10.13, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 10.39, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

10.38 TERMINATION FOR CONVENIENCE BY COUNTY

10.38.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

10.38.2 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:

- a. Stop work under this Contract on the date and to the extent specified in such notice, and
- b. Complete performance of such part of the work as shall not have been terminated by such notice.

10.38.3 After receipt of a Notice of Termination, the Contractor shall submit to the Director, in the form and with the certification as may be prescribed by the County, its termination claim

and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.

10.38.4 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause which amount may include a reasonable allowance for profit on services rendered but shall not include an allowance on services terminated. The County shall pay the agreed amount, provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of services not terminated.

10.38.5 In the event that, following service of the Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or the Contractor has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

10.39 TERMINATION FOR DEFAULT

10.39.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, in the following circumstances:

- a. The Contractor has materially breached this Contract;
- b. The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract;
- c. The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

10.39.2 Upon the occurrence of Subparagraph 10.39.1, this Contract shall be subject to termination. As a condition precedent thereto, the Director shall give the Contractor a minimum of three (3) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.

10.39.3 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Contract for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and (1) the Contractor cures its default within a five (5) day period after notice is given, or (2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Contractor reasonably commences to

cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Contractor fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.

10.39.4 In the event that the County terminates this Contract in whole or in part as provided in this section, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Any excess costs, as determined by the Director, arising therefrom over and above the contract sum may be charged against the Contractor. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

10.39.5 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 10.39.4 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of a public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other

sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 10.39.5, the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

10.39.6 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Subparagraph 10.39.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 10.39.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

- These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection 10.21, Indemnification.

10.39.7 In the event that, following service of the Notice of Termination of this Contract under the provisions of this

Subparagraph 10.39, it is determined for any reason that the Contractor was not in default under the provisions of this Subparagraph 10.39, that the default was excusable under provisions of this Subparagraph 10.39, or Contractor has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

- 10.39.8 The rights and remedies of the County provided in this Subparagraph 10.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.40 TERMINATION FOR IMPROPER CONSIDERATION

- 10.40.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 10.40.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to

the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 10.40.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

10.41 TERMINATION FOR INSOLVENCY

- 10.41.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the Contractor; or
- d. The execution by the Contractor of a general assignment for the benefit of creditors.

- 10.41.2 The rights and remedies of the County provided in this Subsection 10.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.42 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County

Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

10.43 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

10.44 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

10.45 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 10.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.46 WARRANTY AGAINST CONTINGENT FEES

10.46.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract

upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 10.46.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.0 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

11.1 Living Wage Program:

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

11.2 Payment of Living Wage Rates.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in Subsection 5 of this Subparagraph 11.2, under the Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour

towards the provision of bona fide health care benefits for its Employees and any dependents; or

- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any

amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

11.3 Contractor's Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County as Exhibit L and Exhibit M hereto, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

11.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but

not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

11.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of five (5) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

11.6 Notifications to Employees.

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

11.7 Enforcement and Remedies.

If the Contractor fails to comply with the requirements of this Subparagraph, the County shall have the rights and remedies

described in this Subparagraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole

discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights or remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being

sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this Subsection, the County may, in its sole discretion, bar the Contractor from the award of future County contracts as described in Section 10.10, Contractor Responsibility and Debarment.

11.8 Use of Full-Time Employees.

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted

with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

11.9 Contractor Retaliation Prohibited.

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

11.10 Contractor Standards.

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

11.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

- c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

11.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

12.0 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire contract between County and Contractor for the data conversion services to be provided for the Department. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the data conversion services. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No

change to this Contract shall be valid unless prepared pursuant to Paragraph 9.0, Changes Notices and Amendments, and signed by both parties.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By *Yvonne B. Burke*
Yvonne B. Burke
Chair, Board of Supervisors

CONTRACTOR

Datagraphic Computer Services, Inc.

By *Roy Chow*

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors
for the County of Los Angeles

By *Sachi A. Hamai*

Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Sachi A. Hamai*

Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

County Counsel

By *Christina A. Salseda*
Christina A. Salseda, Senior Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

36 JUN 04 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

STATE OF CALIFORNIA }
 } s.s.
COUNTY OF LOS ANGELES }

On this 19TH day of May, 2008, before me,
Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of Los Angeles,
personally appeared Rose Chow, as the Chief Financial Officer
of Datagraphic Computer Services Inc. personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to
the within instrument and acknowledged to me that the person executed the same in
his/her authorized capacity, and that by his/her signature on the instrument the
Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles

By *Leon Keel*
Deputy County Clerk

EXHIBIT A

Pricing and Billing Schedule

The price below includes, but is not limited to, all miscellaneous charges such as pickup, delivery, system formatting, preparation, control, keying, verifying, and editing as required for Data Conversion Services.

Job Applications/Jobs Department of Parks and Recreation	Per Thousand Annual Volume*	Price per Thousand Output Records	Annual Cost
Part/Full Time Employee Time Cards	185	\$65.00	\$12,025
County Vehicle and Equipment Monthly Mileage Segregation	65	\$65.00	\$4,225
Employee Vehicle Useage Monthly Mileage Segregation	65	\$65.00	\$4,225
		Subtotal	\$20,475
		Total Year Cost	\$20,475

* Annual Volume is an estimate and is stated in terms of thousands of Output Records. The Annual Volume may increase or decrease from year to year.

* Unscheduled pickups. \$35.00/trip

* CDs if customer does not provide. \$25.00 each

EXHIBIT B
STATEMENT OF WORK
DATA CONVERSION SERVICES
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EXHIBIT B STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 This Appendix B, Statement of Work, defines the scope of work to be performed by the Contractor under the Contract to provide the described data conversion services for the Department's Employee Time Report and Mileage Segregation documents.
- Parks and Recreation Employee Time Report is a semi-monthly job. During calendar year 2005, there were 185,000 output records for this job.
 - Parks and Recreation Mileage Segregation is a semi-monthly job. During the calendar year 2005, there were 65,000 output records for this job.
 - Parks and Recreation Employee Monthly Mileage Segregation is a monthly job. During the calendar year 2005, there were 65,000 output records for this job.
 - Excluding the batch ticket, the documents shall be in batches not to exceed seventy-five (75) documents each.
- 1.2 The Contractor shall complete all equipment and system formatting preparations necessary to convert documents for the above named job on a volume basis at both the primary and backup sites.
- 1.3 The Contractor shall convert and verify documents to electronic files. The key/data entry system(s) electronic files format shall be one (1) or more output records per input document or document line.
- 1.4 The key/data entry system(s) error rate shall not exceed one percent of the day's submission of documents per job application. The key-entry error is defined as one (1) error per output record. One or more errors per output record is construed as one error. The County will notify the Contractor of errors within forty-five (45) calendar days of the return of the completed work to the County.
- 1.5 The Contractor shall correct, at no charge to the County, any errors attributable to the Contractor when such corrections are acceptable to the Department. Such corrections must be completed within the turnaround times specified in Exhibit E, Data Conversion Schedule.
- When such corrections are not acceptable to the Department, the Contractor shall not be paid for the day's submission of documents for that job application should the error rate be in excess of 1.0%.

EXHIBIT B STATEMENT OF WORK

- 1.6 The Contractor shall complete the key processing/data entry and return the documents and electronic files to the County for computer processing within the turnaround times specified in Exhibit E, Data Conversion Schedule.

For each batch not completed as outlined above and delivered for computer processing within said time period, the County shall be entitled to a Fifty Dollar (\$50.00) credit on the Contractor's subsequent invoice.

- 1.7 The Contractor shall maintain a control process designed to assure the integrity, quality, confidentiality, and security of the batches of documents and the recorded data received and produced under the provisions of this Contract in accordance with all applicable Federal, State, County, or local laws, ordinances, regulations, and directives.
- 1.8 From time to time the volume of data to be processed may increase or decrease. The Contractor shall provide additional processing for such peak periods. Any increase in volume of data, shall be processed in a timely manner. If necessary, in order to meet deadlines set by the County, the Contractor shall perform processing outside its normal business hours, at the County's request.

2.0 PICKUP, DELIVERY, PROCESSING OF SOURCE DOCUMENTS

- 2.1 The Contractor shall be responsible for pickup and delivery of the documents for all data conversion assignments in accordance with the schedule as specified in Exhibit E, Data Conversion Schedule. Pickup and delivery shall be at the following locations:
- Department of Parks and Recreation
Accounting Section, Third Floor
433 South Vermont Avenue, Los Angeles, CA 90020
- 2.2 Electronic files will be emailed to Parks and Recreation Data Systems personal and shall be in accordance with the schedule as specified in Exhibit E, Data Conversion Schedule. E-mail electronic files to mbrown@parks.lacounty.gov
- 2.3 In the event that the data conversion service shall be required on a weekend or a holiday, the County will give the Contractor twelve (12) hours prior notice to pick up the documents for the non-scheduled assignments.
- 2.4 Should Contractor fail to pickup data conversion assignments with the specified schedule, or non-scheduled assignments within twelve (12) hours, County shall be entitled to a Thirty-Five Dollar (\$35) per batch

EXHIBIT B STATEMENT OF WORK

credit on Contractor's next invoice. Said credit shall not apply where the assignments are unavailable for pickup through no fault of the Contractor.

- 2.5 Should any scheduled assignment be unavailable for pickup at the scheduled time, and pickup is thereby delayed, said assignment will have its due date and/or time extended by an amount equal to the length of the delay.
- 2.6 In the event a batch is not completed and delivered to County for computer processing within the timeframe as specified County shall be entitled to a Thirty-Five Dollar (\$35) per batch credit on Contractor's subsequent invoice.
- 2.7 Should Contractor fail to deliver required reports to County within the timeframe specified, County shall be entitled to receive a credit equal to a Thirty-Five Dollar (\$35) per batch credit on Contractor's next invoice.

3.0 PRIMARY AND BACKUP DATA ENTRY SYSTEM CONFIGURATION

- 3.1 All data entry equipment for primary and backup systems used for data conversion must be compatible with the key entry/data entry jobs listed in Exhibit D, Data Conversion Instructions and Sample Source Documents.
- 3.2 The Contractor shall use the following operational key-to-disk data entry equipment consisting of not less than:
 - 3.2.1 One (1) line printer.
 - 3.2.2 Computer System and/or 32 key stations (16 if bidding on only one job application) or such number represented in the Contractor's bid which the County has determined to be clearly sufficient to perform the work.
 - 3.2.3 Editing and computing capabilities.
- 3.3 At all times herein mentioned, Contractor shall own or possess additional key-to-disk and/or key-to-tape data entry system(s) and/or, through an arrangement with another data entry vendor, have access to a backup operational key-to-disk and/or key-to-tape data entry system(s) consisting of not less than:
 - 3.3.1 One (1) 1600 BPI 9 track 2400-foot tape drive
 - 3.3.2 One (1) line printer
 - 3.3.3 Sixteen (16) key stations (or such number represented in Contractor's proposal which County has determined to be clearly sufficient to perform the work).

EXHIBIT B STATEMENT OF WORK

3.3.4 If Contractor's backup system(s) is not compatible to Contractor's primary system, i.e., capable of interchanging input/output formats, internal labels, etc., via tape media, County may, at its sole discretion, require parallel testing.

3.4 The Contractor's primary and backup data entry systems shall be located within Los Angeles County. The Contractor shall promptly notify the County of any changes in the configuration(s) or location(s) of its primary and/or backup data entry equipment.

4.0 DATA SECURITY AND DOCUMENT CONTROL

4.1 Contractor understands and agrees that all source documents and computer tapes provided by the County for the performance of key-entry conversion are County property and shall be regarded as confidential. Additionally, Contractor shall ensure that no County document or tape in its possession is lost, mutilated, altered, removed from Contractor's custody or copied in any manner.

4.2 Prior to key/data entry jobs, the information (as identified in Section 4.3 below) shall be entered into a batch ticket logbook, including but not limited to, the date/time the work is received and due.

4.3 As part of the document control function, the following information shall be recorded on Contractor batch control tickets:

4.3.1 Date work received

4.3.2 Department name and number

4.3.3 Data conversion instruction job number

4.3.4 Key punch format

4.3.5 User batch number

4.3.6 Contractor batch ticket number

4.3.7 Total number of batches in this submission

4.3.8 Total number of records keyed *

4.3.9 Initials of key-entry operator *

* NOTE: Shall be completed only after batches have been keyed.

EXHIBIT B

STATEMENT OF WORK

- 4.4 The total number of batches received (by submission, type, user, date/time due) shall be given to the Data Entry Supervisor to update the production/planning log.
- 4.5 Complete verification of all keyed, duplicated, and constant data shall be performed by an operator (verify-operator) other than the operator who entered the data (entry-operator) by keying each keystroke performed by the write-operator, resulting in column for column verification.
- 4.6 The data entry system batch control and hash totals, if any, for each batch must be equal to the batch ticket control totals and the data control hash totals. If a discrepancy exists, appropriate steps must be taken to reconcile the counts before writing to tape. The steps taken will depend on the nature of the problem and may include re-verification, etc. If necessary, the entire batch shall be re-entered and verified.
- 4.7 The following information shall be entered on the batch tickets by the entry/verify operators:
 - 4.7.1 Date work keyed
 - 4.7.2 Employee number
 - 4.7.3 Number of records keyed/verified
 - 4.7.4 Time batch was started
 - 4.7.5 Time batch was completed
 - 4.7.6 Elapsed time
 - 4.7.7 Number of data entry errors

5.0 REPORTING AND INVOICING REQUIREMENTS

- 5.1 To enable the County to control expenditures and to monitor the services provided by the Contractor and received by the County, the Contractor shall report to the County's Project Director or designated project Technical Representative on a monthly basis.
- 5.2 The reports and duplicate invoices shall be delivered to:
 - Department of Parks and Recreation
Data Systems Supervisor, First Floor
510 South Vermont Avenue, Los Angeles, CA 90020

EXHIBIT B
STATEMENT OF WORK

- 5.3 The Contractor shall provide the written monthly reports, by job application, no later than the third working day of the month for the prior month's work. Sample report formats are included as Exhibit C, Sample Reports, of this Contract. The reports shall include, but are not limited to the following information:
 - 5.3.1 The Contractor's Status Report(s) shall include:
 - 5.3.1.1 Description of services rendered during the period
 - 5.3.1.2 Dollar amount of services rendered during the period
 - 5.3.1.3 Any difficulties encountered which could jeopardize the completion of the conversion services within the schedule.
 - 5.3.2 The Contractor's Performance Report(s) shall include:
 - 5.3.2.1 Processing month and year
 - 5.3.2.2 Job application name
 - 5.3.2.3 Amount invoiced
 - 5.3.2.4 Records generated
- 5.4 The Contractor shall submit a delivery receipt for each completed assignment. One (1) copy of the delivery receipt will be signed and returned to the Contractor, which shall show evidence of the timely return of the assigned work. The receipts shall include, but are not limited to, the following information:
 - 5.4.1 Receipt number and date
 - 5.4.2 Data entry job number(s)
 - 5.4.3 Number of records keyed (by job and data set)
- 5.5 Should Contractor fail to promptly deliver required reports and invoices as described in this Subsection, County shall be entitled to receive a credit equal to five percent (5%) of the total of Contractor's invoices for that reporting period.

EXHIBIT B STATEMENT OF WORK

6.0 CONTRACTOR KEY PERSONNEL AND RESPONSIBILITIES

- 6.1 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. Contractor's employees shall include at least one individual who speaks and comprehends the English language.
- 6.2 Contractor shall assure that only those Contractor personnel required to perform the services shall have access to County's data herein discussed. The Contractor shall promptly notify the County of any changes in personnel and responsibilities.
- 6.3 Contractor shall provide to County executed Contractor Acknowledgement and Confidentiality Agreements (Exhibit F1, F2, and F3) for each of its employees having access to County information. Further, for employees who will have such access immediately following the effective date of this Contract, said Confidentiality Agreements shall be delivered to County's Department of Parks and Recreation's Contract Manager on or before the effective date of this Contract.
- 6.4 The Contractor's Project Manager, or designee, must have a minimum of three (3) years of data processing related experience of which two (2) years are in a supervisory capacity with increasing levels of responsibilities and one (1) year of experience in the management of major data entry conversion projects. The Project Manager shall:
 - 6.4.1 Plan and coordinate the Contractor's efforts with the County.
 - 6.4.2 Interface with the County's Project Director concerning any problems, modifications, contractual obligations, etc., on an ongoing basis.
 - 6.4.3 Provide the County with monthly Status and Performance Reports.
 - 6.4.4 Have the authority to act for the Contractor in all aspects of the services.
 - 6.4.5 Be available by telephone at all times for major problem resolution.
- 6.5 The Data Entry Project Coordinator shall:
 - 6.5.1 Assign and train a team of supervisors and operators for data conversion and verification of the key/data entry jobs in Exhibit D, Data Conversion Instructions and Sample Source Documents.

EXHIBIT B
STATEMENT OF WORK

- 6.5.2 Maintain an ongoing data entry quality control program.
- 6.5.3 Schedule the necessary man-hours to meet requirements set forth in this Statement of Work.
- 6.5.4 Maintain a clerical control program to assure data and document integrity.
- 6.6 The Programming and Technical Coordinator shall:
 - 6.6.1 Engineer each data entry job to maximize through-put and optimize quality.
 - 6.6.2 Program, test and document each data entry job.
 - 6.6.3 Design and document instructional methods and procedures for each data entry job to minimize learning curves and the time required for data recording and related functions.
- 6.7 The Data Entry Shift Supervisors shall:
 - 6.7.1 Have thorough knowledge of each data entry job.
 - 6.7.2 Have the authority to resolve minor production work problems.
 - 6.7.3 Monitor the quality of the data conversion and verification of the key/data entry jobs in this Contract.
- 6.8 The Dispatcher shall:
 - 6.8.1 Schedule the necessary man-hours to meet the pickup and delivery requirements.
 - 6.8.2 Maintain sufficient vehicles to meet the pickup and delivery requirements.
 - 6.8.3 Provide for the security of all County materials during transport.

7.0 LIQUIDATED DAMAGES AND CONTRACTOR NON-COMPLIANCE

- 7.1 In the event the Contractor fails to meet the pickup and delivery requirements of Section 2 of this Statement of Work three (3) times in any thirty (30) calendar day sequence, County shall be entitled to a credit on Contractor's next invoice equal to County's cost to reconstruct the data, up to a maximum of Five Hundred Dollars (\$500) per batch.

EXHIBIT B STATEMENT OF WORK

- 7.2 In the event that the key-entry error rate exceeds one percent (1%) three (3) times in any thirty (30) calendar day sequence for all job applications, County shall be entitled to a credit on Contractor's next invoice equal to County's cost to reconstruct the data, up to a maximum of Five Hundred Dollars (\$500) per batch.
- 7.3 Should the source documents or computer tapes in Contractor possession be lost or damaged in any manner as set forth in Section 4 of this Statement of Work, County shall be entitled to a credit on Contractor's next invoice equal to County's cost to reconstruct the data, up to a maximum of Five Hundred Dollars (\$500) per batch.
- 7.4 The actions identified above shall not be construed as a penalty but as an adjustment of payment to Contractor to recover County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 7.5 In addition to the remedies provided for in this Section 7 of this Statement of Work, this Contract may be terminated per Paragraph 10.10, Termination for Default, of the Contract upon Contractor's failure to correct deficiencies in a timely manner.

8.0 COUNTY KEY STAFF AND RESPONSIBILITIES

- 8.1 County has the right to approve or disapprove any of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff.
- 8.2 The Director may at any time give Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the performance of this Contract. Contractor shall meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter and contractor shall take reasonable measure under the circumstances to assure the Director that the conduct and activities of the Contractor's employees will not be detrimental to the performance of this Contract.
- 8.3 The County's Project Director, or Technical Representative, will coordinate assignments with the Contractor's personnel and is authorized to review and approve:
 - 8.3.1 Technical matters not involving a change in scope price, terms or conditions of the Contract.

EXHIBIT B
STATEMENT OF WORK

- 8.3.2 Contractor reports specified in the Contract and defined in the Statement of Work.
- 8.3.3 Inspection and acceptance of service and monitoring progress.
- 8.3.4 Invoices
- 8.3.5 The addition of new or revised sample source documents.
- 8.3.6 Changes to the pickup and delivery schedule.
- 8.3.7 Plan and direct the implementation and production phases of the project.
- 8.3.8 Assign and coordinate the project activities of County personnel.
- 8.3.9 Review results and error rates.
- 8.3.10 Contractor's Status and Performance Reports to ensure successful completion of the conversion within the timeframes.

EXHIBIT C

SAMPLE REPORTS

EXHIBIT C

SHIP _____
TO: _____

DATE [REDACTED]

INVOICE [REDACTED]

MAIL
TO:

12-00225
COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS & RECREATION
433 S. VERMONT AVE.
LOS ANGELES, CA 90020
ATTN: NASSRY BARHOUMA

REFERENCE
PURCHASE ORDER # [REDACTED]

FOR SERVICES RENDERED

TERMS Net 30 days

ITEM	F-DCS WO#	BILLING DESCRIPTION	AMOUNT
1.	50872	KP/KV TIME SHEETS - APRIL 2003	
		04/10/03 3,731 RECORDS DEL.TKT. 54297	
		04/24/03 3,362 RECORDS DEL.TKT. 54429	
		TOTAL RECORDS: 7,093 RECORDS @ [REDACTED]	[REDACTED]
2.	03 MAY - PM 2:09	E-MAIL - 1 @ [REDACTED]	[REDACTED]

SUB-TOTAL [REDACTED]
SALES TAX [REDACTED]
TOTAL [REDACTED]
Thank You

DELIVERY TICKET

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6
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 1

Page 3 of 3

EXHIBIT D

DATA CONVERSION INSTRUCTIONS AND SAMPLE SOURCE DOCUMENTS

Inbound Interface Design Document for Labor and Equipment Usage (LBEQ)

Prepared for
**County of Los Angeles
eCAPS Project**

April 5, 2005
Version 1.2

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1 Overview

1.1 Introduction

This document is being distributed to the departments to assist in their preparation of their interface files to the new eCAPS system. The eCAPS interface team will be available to assist the departments with their analysis of how to map their current files to the new eCAPS files, or with any other technical concern that arises during this process. The new eCAPS system has standard documents (i.e., transactions) that it processes. Consequently, all existing interfaces will have to be mapped to one or more of these documents. Our approach is to identify the appropriate document codes for the departments to prepare a standardized flat file that will map to that document code within eCAPS. This document details the exact specifications for accomplishing this.

Interface Files

We are asking for all standardized interface files to be prepared by the departments without the use of binary or packed data, and that they follow this naming convention:

- The first node should be eCAPS
- The second node should be a two byte eCAPS department id (e.g., SH, PW, SS, CH, etc.)
- The third node should be a two to five byte eCAPS document code
- The fourth node should be a maximum of eight bytes for the department file id (to be assigned in the future)
- The fifth node should be the date (format YYYYMMDD) the interface file is generated.

An example of this interface file naming convention is:

ECAPS_PK_LBEQ_TIMECARD_20050720.txt

Record Types

The LBEQ files prepared by the departments will have three record types. The record type will be the first three bytes of each record. The ADC (document) record will contain unique document related information. The ADC (document) record will be followed by a HDR (header) record which will contain the general information associated with the labor and equipment usage document. Each HDR (header) record will be followed one or more ACT (accounting line) records. The ACT (accounting line) records will contain the accounting data elements. The ACT (accounting line) records are the only record types that may immediately repeat in the file.

Therefore the file structure of the standardized LBEQ file will be as follows:

Single accounting line example

Document record 1 (ADC)
Header record 1 (HDR)
Accounting Line record 1 (ACT)

Multiple accounting lines example

Document record 1 (ADC)
Header record 1 (HDR)
Accounting Line record 1 (ACT)
Accounting Line record 2 (ACT)
Accounting Line record 3 (ACT)
Accounting Line record 4 (ACT)

The Document ID attribute value on the Document (ADC) record must be the same on all associated header and accounting line records to associate the three record types as a single document within eCAPS.

1.2 Document Definitions and Conventions

This section describes/defines the naming conventions applied in this document.

- Attribute – The name of the data element in the database.
- Caption – The field name of the data element.
- Description – A textual description of the data element.
- R/C – Required/Conditional.
 - Required (**R**) specifies that the data element is required by the interface for the transaction to successfully process.
 - Conditionally Required (**CR**) means that specified conditions must be adhered to by the interface for the transaction to process successfully. When not required the field can be spaces.
 - Optional (**O**) specifies that the data element is optional by the interface and can be populated with spaces.
 - Prohibited (**P**) means that for this transaction the data element is prohibited and must be populated with spaces.
- Type – The data type of the data element.
 - Date – Date Format "MMDDYYYY"
 - Decimal – Numeric value with a specified decimal position (9,3) = 999999999.999. Negative numbers must be prefixed with a negative sign.
 - Flag – True/False. True conditions = 1, False conditions = 0.
 - Text – Alphanumeric text field with a maximum number as defined for each field.
 - Numeric – Numeric value, a whole number.
 - Size – The (numeric) size of the data element
- eCAPS Comments – Comments specific to the eCAPS data element.

- CVL – Coded Value List, the value of the data element must come from the CVL table specified in the eCAPS Notes.

1.3 Document Usage

1.3.1 Current CAPS Process

The labor costing processes varied in different departments and various independent systems are used. Currently, three departments (Auditor-Controller, Treasurer and Tax Collector, and Parks & Recreation) use CAPS for labor costing by utilizing the CAPS Labor Extension Sub-System. Other County departments use various databases, spreadsheet applications, and applications such as the Automated Labor Collection System (ALCS), Financial Accounting System (FAS), and the LCD system to collect and cost out labor expenditures. Apart from labor, there are other costs that need to be collected to a job such as equipment usage, mileage and other material usage. CAPS has functionality to collect equipment usage by individual jobs. Public Works used this functionality in the past, but currently uses its FAS system to account for equipment usage outside of CAPS.

1.3.2 New eCAPS Process

In eCAPS, the independent systems will be modified to meet the needs of the new Labor Costing Process. Data from these systems will feed into the new data collection process through an interface. In order to collect the labor information, a new document called the Labor and Equipment Usage (**LBEQ**) document will be created. The LBEQ document will be used to enter labor, mileage, equipment usage and other miscellaneous usage information. Once the LBEQ document is submitted, the Labor and Equipment Data Table will be updated with the labor or equipment usage information. This design entails the inbound interface specifications for the LBEQ document.

1.3.3 Assumptions

1. For LBEQ document, the minimal required COA fields are Department and Unit.
2. Employee should report all hours for the pay period, including, sick hours, vacation hours, etc.
3. Sick, Vacation and other non-productive hours will be a separate Accounting line in the document.
4. Hours without pay should not be included in the interface, e.g., AWOP (absence without pay), SWOP (sick without pay), etc.
5. The Attribute names in section 2 of this design are subject to change since the LBEQ document is customized specifically for eCAPS and it is yet to be developed.
6. The interface will be used mainly for labor time card information. The department has the option to send other usage information – mileage, equipment, or other usage.

7. The LBEQ should be loaded to the Document Catalog with the Override applied. This is because of the timing of the LBEQ documents; for the second Pay Period they will be loaded when the month is closed and we want to make sure that the soft close and hard close errors can be overridden automatically.

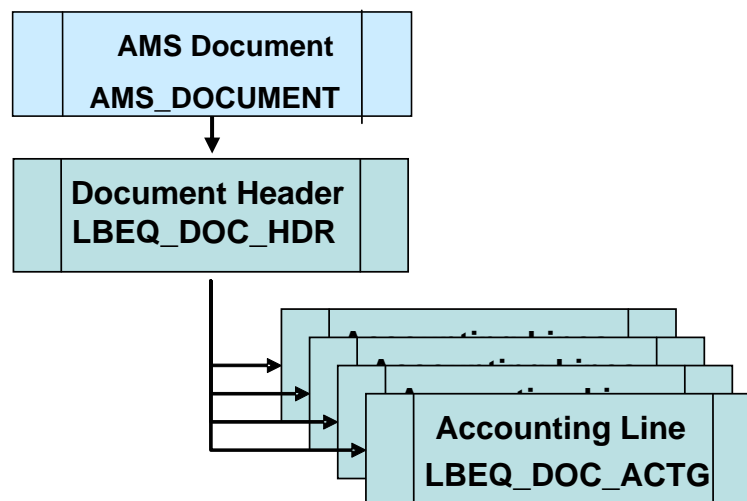
1.4 Logical Document Component Structure

For the purposes of inbound interfaces, the LBEQ document is comprised of three components:

1. **AMS Document (AMS_DOCUMENT):** Identifies the Document Type and other information that is unique for the given labor and equipment usage record.
2. **Labor and Equipment Usage Document Header (LBEQ_DOC_HDR):** Describes “header” information about the labor and equipment usage record, e.g. Fiscal Year, Record Date, Department, Unit, Pay Period From Date, Pay Period To Date, Employee ID, Employee Class, and Document ID.
3. **Labor and Equipment Usage Document Accounting Lines (LBEQ_DOC_ACTG):** Identifies the accounting information for the labor and equipment usage record, e.g., Date of Work, Regular Labor/Usage Units, Activity, Function, Project, etc.

Exhibit 1 graphically illustrates these components of the LBEQ document interface specification.

Exhibit 1: LBEQ Document Components



TIME CARDS

Time cards will be submitted twice a month. Equipment Mileage and Vehicle Mileage cards may or may not be submitted at the same time as the time cards.

When the cards are received time cards must be processed, coded and dated separately from any mileage cards that are submitted.

Say both time and mileage cards are received by the vendor. Time cards would be entered into the system and then a trailer record would be generated. The document would then be saved with the trailer name as the document name and the date entered into the system. "See trailer records for more information."

You then can proceed to process the mileage data. Note that due do system limitations the mileage documents can not be processed by the county system on the same day. So if you do submit both documents on the same day the mileage date on the trailer record and document name must be keyed for the next day and saved. "See trailer records for more information."

Due to the size of the documents all documents will be delivered to Parks and Recreation at 433 South Vermont on Compact Disk.



To Month Day Year

Emp. ID	Emp. Class/Item
---------	-----------------

Seq. _____ Year _____ Month _____ Day _____ HDR _____

Task	AMS 6	HDR 4	HDR 15	ACTG5
1	1	1	1	1
2	1	1	1	1
3	1	1	1	1
4	1	1	1	1
5	1	1	1	1
6	1	1	1	1
7	1	1	1	1
8	1	1	1	1
9	1	1	1	1
10	1	1	1	1
11	1	1	1	1
12	1	1	1	1
13	1	1	1	1
14	1	1	1	1
15	1	1	1	1
16	1	1	1	1
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85	1	1	1	1
86	1	1	1	1
87	1	1	1	1
88	1	1	1	1
89	1	1	1	1
90	1	1	1	1
91	1	1	1	1
92	1	1	1	1
93	1	1	1	1
94	1	1	1	1

Please circle pay period

Pay Period	1	2
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[illegible]

The undersigned certify the above to be correct. Please sign in ink.

		Action		
		Original entry	Modification	Component description
Document Components	AMS_DOCUMENT	Required	Prohibited	Unique ID for labor and equipment usgae record.
	LBEQ_DOC_HDR	Required	Prohibited	General information associated with the entire labor and equipment usgae record.
	LBEQ_DOC_ACTG	Required	Prohibited	Accounting elements for labor and equipment usgae record.

ECAPS DATA CONVERSION INSTRUCTIONS

Document Name:		Employee Time Report			Version: 1		
Document Component:		AMS_DOCUMENT					
No.	Attribute	Caption	Description	R/C	Type	Size	eCAPS Comments
AMS 1	RECORD_TYPE	Document Component Type	This value identifies the flat file record as the AMS DOCUMENT record. The value is 'ADC'.	R	Text	3	"ADC"
AMS 2	DOC_CAT	Document Category	The category in which the document is located. For labor and equipment usage, the value is "CA".	R	Text	5	"CA "
AMS 3	DOC_TYP	Document Type	The type of document, defined in the Document Type table. Each document code must be assigned a document type. For labor and equipment usage, the value is "LBEQ".	R	Text	5	"LBEQ "
AMS 4	DOC_CD	Document Code	The alpha-numeric code that indicates the type of transaction. The value "LBEQ" indicates a labor and equipment usage document..	R	Text	5	"LBEQ "
AMS 5	DOC_DEPT_CD	Department	The department code assigned to this document.	R	Text	2	"PK"
AMS 6	DOC_UNIT_CD	Document Unit Code	The unit code associated with this document for security and workflow purposes.	R	Text	5	Leave blank
AMS 7	DOC_ID	Document ID	The document code and number that is either manually assigned or automatically generated by the system if you do not enter this information. Duplicate document identification numbers are not allowed in the system.	R	Text	11	Enter as Shown Set to employee ID, two digit month of the pay period (MM), 1 for the first pay period or 2 for the second pay period, last two digits of the pay period year (YY). Example for pay period
AMS 8	DOC_VERS_NO	Document Version	The version number assigned to this document. The version is incremented with each modification draft.	R	Numeric	2	"1 "
AMS 9	AUTO_DOC_NUM	Automatic Document Numbering	Indicates that system will assign a unique Document ID for the document.	R	Flag	1	Leave blank
AMS 10	DOC_IMPORT_MODE	Document Import Mode	Indicates that the document is being made as an Original Entry "OE" or it's a Modification "MOD".	R	Text	3	"OE "

ECAPS DATA CONVERSION INSTRUCTIONS

Document Name: Employee Time Report

Version: 1

Document Component: LBEQ_DOC_HDR

No.	Attribute	Caption	Description	R/C	Type	Size	eCAPS Comments
HDR 1	RECORD_TYPE	Document Component Type	This value identifies the flat file record as a Header record. The value is 'HDR'.	R	Text	3	"HDR"
HDR 2	DOC_CD	Document Code	The alpha-numeric code that indicates the type of transaction. CNTR indicates an Audited Contract.	R	Text	5	"LBEQ "
HDR 3	DOC_DEPT_CD	Department	The department code assigned to this document.	R	Text	2	"PK"
HDR 4	DOC_UNIT_CD	Document Unit Code	The unit code associated with this document for security and workflow purposes.	R	Text	5	Leave blank
HDR 5	DOC_ID	Document ID	The document code and number that is either manually assigned or automatically generated by the system if you do not enter this information. Duplicate document identification numbers are not allowed in the system.	R	Text	11	Same as in AMS_DOCUMENT
HDR 6	DOC_VERS_NO	Document Version	The version number assigned to this document. The version is incremented with each modification draft.	R	Numeric	2	"1 "
HDR 7	DOC_NM	Document Name	Name for the document.	O	Text	60	Leave blank
HDR 8	DOC_REC_DT_DC	Record date	The record date manually entered on the document header. If not manually entered, the date becomes the one when the document was submitted successfully.	R	Date	8	Enter as Shown Format of Date "MMDDYYYY" Example: "10232004"
HDR 9	DOC_FY_DC	Fiscal Year	The fiscal year associated with this document.	CR	Numeric	4	Leave blank. The system will infer the Fiscal Year based on the Record Date above.
HDR 10	PAY_PER_FRM	Pay Period From	The pay period begin date	R	Date	8	Enter as Shown Format of Date "MMDDYYYY" Example: "10232004"

HDR 11	PAY_PER_TO	Pay Period To	The pay period end date.	R	Date	8	Enter as Shown Format of Date "MMDDYYYY" Example: "10232004"
HDR 12	USAGE_TYP	Usage Type	The type of usage that the cost is accounted for.	R	Numeric	2	"1 "
HDR 13	DEPT_CD	Department	The department code uniquely identifies department code for which the employee works.	R	Text	2	"PK"
HDR 14	FILLER		Spaces	R	Text	2	Leave blank.
HDR 15	UNIT_CD	Unit	The unit code uniquely identifies unit code for which the employee works.	R	Text	5	Enter as Shown
HDR 16	EMPL_ID	Employee I D	The employee ID uniquely identifies each employee.	CR	Text	10	Enter as Shown
HDR 17	EMPL_CLS	Employee Class	The employee/equipment class is used to identify the salary/employee benefits rates and equipment usage rates.	CR	Text	10	Enter as Shown
HDR 18	FRST_NM	First Name	The first name of the employee.	CR	Text	15	Enter as Shown
HDR 19	MID_NM	Middle Name	The middle name of the employee.	CR	Text	15	Enter as Shown
HDR 20	LAST_NM	Last Name	The last name of the employee.	CR	Text	20	Enter as Shown
HDR 21	EQU_P_ID	Equipment ID	The equipment ID uniquely identifies each equipment.	CR	Text	10	Leave blank
HDR 22	EQU_P_CLS	Equipment Class	The equipment class identifies the equipment usage rates.	CR	Text	10	Leave blank
HDR 23	EQU_P_DESC	Equipment Description	The description of the equipment.	CR	Text	60	Leave blank
HDR 24	DSCR_EXT	Extended Description	The extended description associated with this document.	0	Text	1500	Leave blank

ECAPS DATA CONVERSION INSTRUCTIONS

Document Name: Employee Time Report
 Document Component: LBEQ_DOC_ACTG

Version: 1

No.	Attribute	Caption	Description	R/C	Type	Size	eCAPS Comments
ACTG 1	RECORD_TYPE	Document Component Type	This value identifies the flat file record as an accounting line record. The value is 'ACT'.	R	Text	3	"ACT"
ACTG 2	DOC_CD	Document Code	The document code assigned to this document.	R	Text	5	"LBEQ "
ACTG 3	DOC_DEPT_CD	Department	The department code assigned to this document.	R	Text	2	"PK"
ACTG 4	FILLER	-	Spaces	R	Text	2	Do Not need leave out
ACTG 5	DOC_UNIT_CD	Document Unit Code	The unit code associated with this document for security and workflow purposes.	R	Text	5	Leave blank
ACTG 6	DOC_ID	Document I D	The document code and number that is either manually assigned or automatically generated by the system if you do not enter this information. Duplicate document identification numbers are not allowed in the system.	R	Text	11	Same as in AMS_DOCUMENT
ACTG 7	DOC- VERS_NO	Document Version	The version number assigned to this document. The version is incremented with each modification draft.	R	Numeric	2	"1 "
ACTG 8	DOC_ACTG_LN_NO	Accounting Line Number	The accounting line number visible to a user that uniquely identifies each accounting line within a document.	R	Numeric	4	Leave blank.
ACTG 9	UNIT_MEAS_CD	Unit of Measure	Indicates the unit of measure for the employee hours or equipment usage.	R	Text	4	"MNHR"
ACTG 10	REG_UNIT	Regular Labor/Usage Units	Indicates the total regular labor hours or usage units.	R	Decimal	12,2	Enter as Shown
ACTG 11	OT_UNIT	Overtime Units	Indicates the total overtime labor hours.	0	Decimal	12,2	Enter as Shown
ACTG 12	ACT_SLR	Actual Salary	Represents the allocated actual salary from the CWPAY system.	P	Decimal	12,2	Leave blank. Populate with spaces
ACTG 13	ACT_OT	Actual Overtime	Represents the allocated actual overtime from the CWPAY system.	P	Decimal	12,2	Leave blank. Populate with spaces

ACTG 14	ACTU_EMPL_BENF	Actual Employee Benefits	Represents the allocated actual employee benefits from the CWPAY system.	P	Decimal	12,2	Leave blank. Populate with spaces
ACTG 15	DT_OF_WK	Date of Work	The date that the work is performed. If hours are not required to be tracked by date, this field can be set to the last day of the pay period.	R	Date	8	Enter as Shown Format of Date "MMDDYYYY" Example: "10232004"
ACTG 16	SUB_UNIT_CD	Sub Unit	The identification code assigned to the sub unit.	P	Text	5	Leave blank. Populate with spaces
ACTG 17	LOC_CD	Location	The identification code assigned to the location.	0	Text	4	Enter as Shown
ACTG 18	SUB_LOC_CD	Sub Location	The identification code assigned to the sub location.	0	Text	4	Leave blank
ACTG 19	ACTV_CD	Activity	The identification code associated with the activity.	0	Text	4	Enter as Shown
ACTG 20	SUB_ACTV_CD	Sub Activity	The identification code assigned to the sub activity.	0	Text	4	Leave blank.
ACTG 21	FUNC_CD	Function	The identification code associated with the function. Code is used for Performance Counts!	0	Text	4	Enter as Shown
ACTG 22	FILLER		Spaces	R	Text	6	Leave blank. Populate with spaces
ACTG 23	SUB_FUNC_CD	Sub Function	The identification code assigned to the sub function.	0	Text	4	Leave blank
ACTG 24	RPT_CD	Reporting	The identification code assigned to the reporting.	0	Text	10	Leave blank
ACTG 25	SUB_RPT_CD	Sub Reporting	The identification code assigned to the sub reporting.	0	Text	4	Leave blank
ACTG 26	TASK_CD	Task	The identification code assigned to the task.	0	Text	4	Enter as Shown
ACTG 27	SUB_TASK_CD	Sub Task	The identification code assigned to the sub task.	0	Text	4	Leave blank
ACTG 28	TASK_ORO_CD	Task Order	The unique identification code assigned to the task order.	0	Text	6	Leave blank
ACTG 29	PRJ_CD	Project	The identification code associated with the project.	0	Text	10	Enter as Shown
ACTG 30	PHASE_CD	Phase	The identification code assigned to the phase. Phase is a cost accounting Chart of Accounts element representing a phase of a project.	0	Text	6	Leave blank

ACTG 31	DSCR_EXT	Extended Description	The extended description associated with this document.	0	Text	1500	Leave blank
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EQUIPMENT MILEAGE

Equipment Mileage and Vehicle Mileage cards may or may not be submitted at the same time as the time cards.

When the cards are received time cards must be processed, coded and dated separately from any mileage cards that are submitted.

Say both time and mileage cards are received by the vendor. Time cards would be entered into the system and then a trailer record would be generated. The document would then be saved with the trailer name as the document name and the date entered into the system. "See trailer records for more information."

You then can proceed to process the mileage data. Note that due do system limitations the mileage documents can not be processed by the county system on the same day. So if you do submit both documents on the same day the mileage date on the trailer record and document name must be keyed for the next day and saved. "See trailer records for more information."

Due to the size of the documents all documents will be delivered to Parks and Recreation at 433 South Vermont on Compact Disk.

Please make the following changes for the Equipment/County Vehicle Mileage Report.:

EQUIPMENT/COUNTY VEHICLE MILEAGE REPORT

On HDR 16 use V plus Equipment/Vehicle ID number from HDR 21 (IN PLACE OF EMPLOYEE NUMBER)

Example: V12345

On AMS 7 HDR 5 ACTG 6

V plus Equipment/Vehicle ID,

The two digit month of the pay period (MM),

1 for the first pay period or 2 for the second pay period,

The last two digits of the pay period year (YY).

Example for pay period 1 March '05 (1-15): V1234503105

Example for pay period 2 March '05 (16-31): V1234503205

Pay Period

1 2

Year

Year

Division

HDR 23

Ending of pay period	
Total miles driven for pay period	0

		Action		Component description
		Original entry	Modification	
Document Components	AMS_DOCUMENT	Required	Prohibited	Unique ID for labor and equipment usgae record.
	LBEQ_DOC_HDR	Required	Prohibited	General information associated with the entire labor and equipment usgae record.
	LBEQ_DOC_ACTG	Required	Prohibited	Accounting elements for labor and equipment usgae record.

ECAPS DATA CONVERSION INSTRUCTIONS

Document Name: EQUIPMENT/COUNTY VEHICLE MILEAGE
REPORT
Document Component: AMS_DOCUMENT

Version: 1

No.	Attribute	Caption	Description	R/C	Type	Size	eCAPS Comments
AMS 1	RECORD_TYPE	Document Component Type	This value identifies the flat file record as the AMS DOCUMENT record. The value is 'ADC'.	R	Text	3	"ADC"
AMS 2	DOC_CAT	Document Category	The category in which the document is located. For labor and equipment usage, the value is "CA".	R	Text	5	"CA "
AMS 3	DOC_TYP	Document Type	The type of document, defined in the Document Type table. Each document code must be assigned a document type. For labor and equipment usage, the value is "LBEQ".	R	Text	5	"LBEQ "
AMS 4	DOC_CD	Document Code	The alpha-numeric code that indicates the type of transaction. The value "LBEQ" indicates a labor and equipment usage document..	R	Text	5	"LBEQ "
AMS 5	DOC_DEPT_CD	Department	The department code assigned to this document.	R	Text	2	"PK"
AMS 6	DOC_UNIT_CD	Document Unit Code	The unit code associated with this document for security and workflow purposes.	R	Text	5	Leave Blank
AMS 7	DOC_ID	Document ID	The document code and number that is either manually assigned or automatically generated by the system if you do not enter this information. Duplicate document identification numbers are not allowed in the system.	R	Text	11	Leave Blank
AMS 8	DOC_VERS_NO	Document Version	The version number assigned to this document. The version is incremented with each modification draft.	R	Numeric	2	"1 "
AMS 9	AUTO_DOC_NUM	Automatic Document Numbering	Indicates that system will assign a unique Document ID for the document.	R	Flag	1	Leave blank
AMS 10	DOC_IMPORT_MODE	Document Import Mode	Indicates that the document is being made as an Original Entry "OE" or it's a Modification "MOD".	R	Text	3	"OE "

ECAPS DATA CONVERSION INSTRUCTIONS

Document Name: EQUIPMENT/COUNTY VEHICLE MILEAGE REPORT
 Document Component: LBEQ_DOC_HDR

Version: 1

No.	Attribute	Caption	Description	R/C	Type	Size	eCAPS Comments
HDR 1	RECORD_TYPE	Document Component Type	This value identifies the flat file record as a Header record. The value is 'HDR'.	R	Text	3	"HDR"
HDR 2	DOC_CD	Document Code	The alpha-numeric code that indicates the type of transaction. CNTR indicates an Audited Contract.	R	Text	5	"LBEQ "
HDR 3	DOC_DEPT_CD	Department	The department code assigned to this document.	R	Text	2	"PK"
HDR 4	DOC_UNIT_CD	Document Unit Code	The unit code associated with this document for security and workflow purposes.	R	Text	5	Leave Blank
HDR 5	DOC_ID	Document ID	The document code and number that is either manually assigned or automatically generated by the system if you do not enter this information. Duplicate document identification numbers are not allowed in the system.	R	Text	11	Leave Blank
HDR 6	DOC_VERS_NO	Document Version	The version number assigned to this document. The version is incremented with each modification draft.	R	Numeric	2	"1 "
HDR 7	DOC_NM	Document Name	Name for the document.	O	Text	60	Leave blank
HDR 8	DOC_REC_DT_DC	Record date	The record date manually entered on the document header. If not manually entered, the date becomes the one when the document was submitted successfully.	R	Date	8	Enter as Shown Format of Date "MMDDYYYY" Example: "10232004"
HDR 9	DOC_FY_DC	Fiscal Year	The fiscal year associated with this document.	CR	Numeric	4	Leave blank. The system will infer the Fiscal Year based on the Record Date above.

HDR 10	PAY_PER_FRM	Pay Period From	The pay period begin date	R	Date	8	Enter as Shown Format of Date "MMDDYYYY" Example: "10232004"
HDR 11	PAY_PER_TO	Pay Period To	The pay period end date.	R	Date	8	Enter as Shown Format of Date "MMDDYYYY" Example: "10232004"
HDR 12	USAGE- TYP	Usage Type	The type of usage that the cost is accounted for.	R	Numeric	2	"2 "
HDR 13	DEPT_CD	Department	The department code uniquely identifies department code for which the employee works.	R	Text	2	"PK"
HDR 14	FILLER		Spaces	R	Text	2	Leave blank.
HDR 15	UNIT_CD	Unit	The unit code uniquely identifies unit code for which the employee works.	R	Text	5	Enter as Shown
HDR 16	EMPL_ID	Employee I D	The employee ID uniquely identifies each employee.	CR	Text	10	Leave blank.
HDR 17	EMPL_CLS	Employee Class	The employee/equipment class is used to identify the salary/employee benefits rates and equipment usage rates.	CR	Text	10	Leave blank.
HDR 18	FRST_NM	First Name	The first name of the employee.	CR	Text	15	Leave blank.
HDR 19	MID_NM	Middle Name	The middle name of the employee.	CR	Text	15	Leave blank.
HDR 20	LAST_NM	Last Name	The last name of the employee.	CR	Text	20	Leave blank.
HDR 21	EQU_P_ID	Equipment ID	The equipment ID uniquely identifies each equipment.	CR	Text	10	Enter as Shown
HDR 22	EQU_P_CLS	Equipment Class	The equipment class identifies the equipment usage rates.	CR	Text	10	Enter as Shown
HDR 23	EQU_P_DESC	Equipment Description	The description of the equipment.	CR	Text	60	Enter as Shown

HDR 24	DSCR_EXT	Extended Description	The extended description associated with this document.	0	Text	1500	Leave blank
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ECAPS DATA CONVERSION INSTRUCTIONS

Document Name: EQUIPMENT/COUNTY VEHICLE MILEAGE REPORT
 Document Component: LBEQ_DOC_ACTG

Version: 1

No.	Attribute	Caption	Description	R/C	Type	Size	eCAPS Comments
ACTG 1	RECORD_TYPE	Document Component Type	This value identifies the flat file record as an accounting line record. The value is 'ACT'.	R	Text	3	"ACT"
ACTG 2	DOC_CD	Document Code	The document code assigned to this document.	R	Text	5	"LBEQ "
ACTG 3	DOC_DEPT_CD	Department	The department code assigned to this document.	R	Text	2	"PK"
ACTG 4	FILLER	-	Spaces	R	Text	2	Leave blank. Do not use
ACTG 5	DOC_UNIT_CD	Document Unit Code	The unit code associated with this document for security and workflow purposes.	R	Text	5	Leave Blank
ACTG 6	DOC_ID	Document ID	The document code and number that is either manually assigned or automatically generated by the system if you do not enter this information. Duplicate document identification numbers are not allowed in the system.	R	Text	11	Leave Blank
ACTG 7	DOC_VERS_NO	Document Version	The version number assigned to this document. The version is incremented with each modification draft.	R	Numeric	2	"1 "
ACTG 8	DOC_ACTG_LN_NO	Accounting Line Number	The accounting line number visible to a user that uniquely identifies each accounting line within a document.	R	Numeric	4	Leave blank.
ACTG 9	UNIT_MEAS_CD	Unit of Measure	Indicates the unit of measure for the employee hours or equipment usage.	R	Text	4	"MI "
ACTG 10	REG_UNIT	Regular Labor/Usage Units	Indicates the total regular labor hours or usage units.	R	Decimal	12,2	Enter as Shown
ACTG 11	OT_UNIT	Overtime Units	Indicates the total overtime labor hours.	0	Decimal	12,2	Leave blank. Populate with spaces
ACTG 12	ACT_SLR	Actual Salary	Represents the allocated actual salary from the CWPAY system.	P	Decimal	12,2	Leave blank. Populate with spaces

ACTG 13	ACT - OT	Actual Overtime	Represents the allocated actual overtime from the CWPAY system.	P	Decimal	12,2	Leave blank. Populate with spaces
ACTG 14	ACTU_EMPL_BENF	Actual Employee Benefits	Represents the allocated actual employee benefits from the CWPAY system.	P	Decimal	12,2	Leave blank. Populate with spaces
ACTG 15	DT_OF_WK	Date of Work	The date that the work is performed. If hours are not required to be tracked by date, this field can be set to the last day of the pay period.	R	Date	8	Enter as Shown Format of Date "MMDDYYYY" Example: "10232004"
ACTG 16	SUB_UNIT_CD	Sub Unit	The identification code assigned to the sub unit.	P	Text	5	Leave blank. Populate with spaces
ACTG 17	LOC_CD	Location	The identification code assigned to the location.	0	Text	4	Enter as Shown
ACTG 18	SUB_LOC_CD	Sub Location	The identification code assigned to the sub location.	0	Text	4	Leave blank
ACTG 19	ACTV_CD	Activity	The identification code associated with the activity.	0	Text	4	Enter as Shown
ACTG 20	SUB_ACTV_CD	Sub Activity	The identification code assigned to the sub activity.	0	Text	4	Leave blank. Populate with spaces
ACTG 21	FUNC_CD	Function	The identification code associated with the function. Code is used for Performance Counts!	0	Text	4	Enter as Shown
ACTG 22	FILLER		Spaces	R	Text	6	Leave blank. Populate with spaces
ACTG 23	SUB_FUNC_CD	Sub Function	The identification code assigned to the sub function.	0	Text	4	Leave blank
ACTG 24	RPT_CD	Reporting	The identification code assigned to the reporting.	0	Text	10	Leave blank
ACTG 25	SUB_RPT_CD	Sub Reporting	The identification code assigned to the sub reporting.	0	Text	4	Leave blank
ACTG 26	TASK_CD	Task	The identification code assigned to the task.	0	Text	4	Enter as Shown
ACTG 27	SUB_TASK_CD	Sub Task	The identification code assigned to the sub task.	0	Text	4	Leave blank
ACTG 28	TASK_ORO_CD	Task Order	The unique identification code assigned to the task order.	0	Text	6	Leave blank
ACTG 29	PRJ_CD	Project	The identification code associated with the project.	0	Text	10	Enter as Shown

ACTG 30	PHASE_CD	Phase	The identification code assigned to the phase. Phase is a cost accounting Chart of Accounts element representing a phase of a project.	0	Text	6	Leave blank
ACTG 31	DSCR_EXT	Extended Description	The extended description associated with this document.	0	Text	1500	Leave blank

MILEAGE

Equipment Mileage and Vehicle Mileage cards may or may not be submitted at the same time as the time cards.

When the cards are received time cards must be processed, coded and dated separately from any mileage cards that are submitted.

Say both time and mileage cards are received by the vendor. Time cards would be entered into the system and then a trailer record would be generated. The document would then be saved with the trailer name as the document name and the date entered into the system. "See trailer records for more information."

You then can proceed to process the mileage data. Note that due do system limitations the mileage documents can not be processed by the county system on the same day. So if you do submit both documents on the same day the mileage date on the trailer record and document name must be keyed for the next day and saved. "See trailer records for more information."

Due to the size of the documents all documents will be delivered to Parks and Recreation at 433 South Vermont on Compact Disk.

Please make the following changes for the Vehicle Mileage Report.:

ECAPS VEHICLE MILEAGE CLAIM

For pay period put in 5 instead of 1 or 2 on

AMS 7

HDR 5

ATCG 6

AMS 7 To: Special Operations
HDR 5 Accounting (Data Entry)

ECAPS VEHICLE MILEAGE CLAIM

HDR 4
HDR 15
ATCG 5

Please circle pay period

Pay Period 1 2

Last HDR 20
First HDR 18
ATCG 5
Middle HDR 19

Employee ID AMS 7 HDR 5 HDR 16 ATCG 6 Employee Class HDR 17 Unit No. Pay Loc.

Equipment/Vehicle Class HDR 22 FROM: Month Day Year

Equipment/Vehicle ID HDR 21 TO: Month Day Year

Usage Unit ACTG 9 Division HDR 8 AMS 7 AMS 7

Equipment/Vehicle Desc.	HDR 23	ATCG 15	ATCG 6	HDR 5 ATCG 6
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Date	Time	Address (Street and Number)	Town	Non-Taxable Mileage Claimed	Function	Location	Activity	Project	Task
			0						
		ACTG 10	0						
			0		ACTG 21	ACTG 17	ACTG 19	ACTG 29	ACTG 26
			0						
			0						
			0						
			0						
			0						
			0						
			0						
			0						
			0						
			0						
			0						
			0						
			0						
			0						
			0						
			0						
			0						
			0						
			0						
			0						
			0						
			0						
Total Miles				0					

PERMITEE

SIGNATURE

APPROVED

DEPARTMENT HEAD

Exhibit D

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BY

		Action		
		Original entry	Modification	Component description
Document Components	AMS_DOCUMENT	Required	Prohibited	Unique ID for labor and equipment usgae record.
	LBEQ_DOC_HDR	Required	Prohibited	General information associated with the entire labor and equipment usgae record.
	LBEQ_DOC_ACTG	Required	Prohibited	Accounting elements for labor and equipment usgae record.

ECAPS DATA CONVERSION INSTRUCTIONS

Document Name: ECAPS VEHICLE MILEAGE CLAIM
Document Component: AMS_DOCUMENT

Version: 1

No.	Attribute	Caption	Description	R/C	Type	Size	eCAPS Comments
AMS 1	RECORD_TYPE	Document Component Type	This value identifies the flat file record as the AMS DOCUMENT record. The value is 'ADC'.	R	Text	3	"ADC"
AMS 2	DOC_CAT	Document Category	The category in which the document is located. For labor and equipment usage, the value is "CA".	R	Text	5	"CA "
AMS 3	DOC_TYP	Document Type	The type of document, defined in the Document Type table. Each document code must be assigned a document type. For labor and equipment usage, the value is "LBEQ".	R	Text	5	"LBEQ "
AMS 4	DOC_CD	Document Code	The alpha-numeric code that indicates the type of transaction. The value "LBEQ" indicates a labor and equipment usage document..	R	Text	5	"LBEQ "
AMS 5	DOC_DEPT_CD	Department	The department code assigned to this document.	R	Text	2	"PK"
AMS 6	DOC_UNIT_CD	Document Unit Code	The unit code associated with this document for security and workflow purposes.	R	Text	5	Leave blank
AMS 7	DOC_ID	Document ID	The document code and number that is either manually assigned or automatically generated by the system if you do not enter this information. Duplicate document identification numbers are not allowed in the system.	R	Text	11	Enter as Shown Set to employee ID, two digit month of the pay period (MM), 1 for the first pay period or 2 for the second pay period, last two digits of the pay period year (YY). Example for pay period 1 March '05 (1-15): 12345603105 Example for pay period 2 March '05 (16-31): 12345603205
AMS 8	DOC_VERS_NO	Document Version	The version number assigned to this document. The version is incremented with each modification draft.	R	Numeric	2	"1 "
AMS 9	AUTO_DOC_NUM	Automatic Document Numbering	Indicates that system will assign a unique Document ID for the document.	R	Flag	1	Leave blank
AMS 10	DOC_IMPORT_MODE	Document Import Mode	Indicates that the document is being made as an Original Entry "OE" or it's a Modification "MOD".	R	Text	3	"OE "

ECAPS DATA CONVERSION INSTRUCTIONS

Document Name: ECAPS VEHICLE MILEAGE CLAIM
 Document Component: LBEQ_DOC_HDR

Version: 1

No.	Attribute	Caption	Description	R/C	Type	Size	eCAPS Comments
HDR 1	RECORD_TYPE	Document Component Type	This value identifies the flat file record as a Header record. The value is 'HDR'.	R	Text	3	"HDR"
HDR 2	DOC_CD	Document Code	The alpha-numeric code that indicates the type of transaction. CNTR indicates an Audited Contract.	R	Text	5	"LBEQ "
HDR 3	DOC_DEPT_CD	Department	The department code assigned to this document.	R	Text	2	"PK"
HDR 4	DOC_UNIT_CD	Document Unit Code	The unit code associated with this document for security and workflow purposes.	R	Text	5	Leave blank
HDR 5	DOC_ID	Document ID	The document code and number that is either manually assigned or automatically generated by the system if you do not enter this information. Duplicate document identification numbers are not allowed in the system.	R	Text	11	Same as in AMS_DOCUMENT
HDR 6	DOC_VERS_NO	Document Version	The version number assigned to this document. The version is incremented with each modification draft.	R	Numeric	2	"1 "
HDR 7	DOC_NM	Document Name	Name for the document.	O	Text	60	Leave blank
HDR 8	DOC_REC_DT_DC	Record date	The record date manually entered on the document header. If not manually entered, the date becomes the one when the document was submitted successfully.	R	Date	8	Enter as Shown Format of Date "MMDDYYYY" Example: "10232004"
HDR 9	DOC_FY_DC	Fiscal Year	The fiscal year associated with this document.	CR	Numeric	4	Leave blank. The system will infer the Fiscal Year based on the Record Date above.
HDR 10	PAY_PER_FRM	Pay Period From	The pay period begin date	R	Date	8	Enter as Shown Format of Date "MMDDYYYY" Example: "10232004"

HDR 11	PAY_PER_TO	Pay Period To	The pay period end date.	R	Date	8	Enter as Shown Format of Date "MMDDYYYY" Example: "10232004"
HDR 12	USAGE- TYP	Usage Type	The type of usage that the cost is accounted for.	R	Numeric	2	"3 "
HDR 13	DEPT_CD	Department	The department code uniquely identifies department code for which the employee works.	R	Text	2	"PK"
HDR 14	FILLER		Spaces	R	Text	2	Leave blank.
HDR 15	UNIT_CD	Unit	The unit code uniquely identifies unit code for which the employee works.	R	Text	5	Enter as Shown
HDR 16	EMPL_ID	Employee I D	The employee ID uniquely identifies each employee.	CR	Text	10	Enter as Shown
HDR 17	EMPL_CLS	Employee Class	The employee/equipment class is used to identify the salary/employee benefits rates and equipment usage rates.	CR	Text	10	Enter as Shown
HDR 18	FRST_NM	First Name	The first name of the employee.	CR	Text	15	Enter as Shown
HDR 19	MID_NM	Middle Name	The middle name of the employee.	CR	Text	15	Enter as Shown
HDR 20	LAST_NM	Last Name	The last name of the employee.	CR	Text	20	Enter as Shown
HDR 21	EQU_P_ID	Equipment ID	The equipment ID uniquely identifies each equipment.	CR	Text	10	Enter as Shown
HDR 22	EQU_P_CLS	Equipment Class	The equipment class identifies the equipment usage rates.	CR	Text	10	Enter as Shown
HDR 23	EQU_P_DESC	Equipment Description	The description of the equipment.	CR	Text	60	Enter as Shown
HDR 24	DSCR_EXT	Extended Description	The extended description associated with this document.	0	Text	1500	Leave blank

ECAPS DATA CONVERSION INSTRUCTIONS

Document Name: ECAPS VEHICLE MILEAGE CLAIM
 Document Component: LBEQ_DOC_ACTG

Version: 1

No.	Attribute	Caption	Description	R/C	Type	Size	eCAPS Comments
ACTG 1	RECORD_TYPE	Document Component Type	This value identifies the flat file record as an accounting line record. The value is 'ACT'.	R	Text	3	"ACT"
ACTG 2	DOC_CD	Document Code	The document code assigned to this document.	R	Text	5	"LBEQ "
ACTG 3	DOC_DEPT_CD	Department	The department code assigned to this document.	R	Text	2	"PK"
ACTG 4	FILLER	-	Spaces	R	Text	2	Leave blank. Leave out do not use
ACTG 5	DOC_UNIT_CD	Document Unit Code	The unit code associated with this document for security and workflow purposes.	R	Text	5	Leave blank
ACTG 6	DOC_ID	Document I D	The document code and number that is either manually assigned or automatically generated by the system if you do not enter this information. Duplicate document identification numbers are not allowed in the system.	R	Text	11	Same as in AMS_DOCUMENT
ACTG 7	DOC_VERS_NO	Document Version	The version number assigned to this document. The version is incremented with each modification draft.	R	Numeric	2	"1 "
ACTG 8	DOC_ACTG_LN_NO	Accounting Line Number	The accounting line number visible to a user that uniquely identifies each accounting line within a document.	R	Numeric	4	Leave blank.
ACTG 9	UNIT_MEAS_CD	Unit of Measure	Indicates the unit of measure for the employee hours or equipment usage.	R	Text	4	"MI "
ACTG 10	REG_UNIT	Regular Labor/Usage Units	Indicates the total regular labor hours or usage units.	R	Decimal	12,2	Enter as Shown
ACTG 11	OT_UNIT	Overtime Units	Indicates the total overtime labor hours.	0	Decimal	12,2	Leave blank. Populate with spaces
ACTG 12	ACT_SLR	Actual Salary	Represents the allocated actual salary from the CWPAY system.	P	Decimal	12,2	Leave blank. Populate with spaces
ACTG 13	ACT - OT	Actual Overtime	Represents the allocated actual overtime from the CWPAY system.	P	Decimal	12,2	Leave blank. Populate with spaces

ACTG 14	ACTU_EMPL_BENF	Actual Employee Benefits	Represents the allocated actual employee benefits from the CWPAY system.	P	Decimal	12,2	Leave blank. Populate with spaces
ACTG 15	DT_OF_WK	Date of Work	The date that the work is performed. If hours are not required to be tracked by date, this field can be set to the last day of the pay period.	R	Date	8	Enter as Shown Format of Date "MMDDYYYY" Example: "10232004"
ACTG 16	SUB_UN IT_CD	Sub Unit	The identification code assigned to the sub unit.	P	Text	5	Leave blank. Populate with spaces
ACTG 17	LOC_CD	Location	The identification code assigned to the location.	0	Text	4	Enter as Shown
ACTG 18	SUB_LOC_CD	Sub Location	The identification code assigned to the sub location.	0	Text	4	Leave blank
ACTG 19	ACTV_CD	Activity	The identification code associated with the activity.	0	Text	4	Enter as Shown
ACTG 20	SUB_ACTV_CD	Sub Activity	The identification code assigned to the sub activity.	0	Text	4	Leave blank
ACTG 21	FUNC_CD	Function	The identification code associated with the function. Code is used for Performance Counts!	0	Text	4	Enter as Shown
ACTG 22	FILLER		Spaces	R	Text	6	Leave blank.
ACTG 23	SUB_FUNC_CD	Sub Function	The identification code assigned to the sub function.	0	Text	4	Leave blank
ACTG 24	RPT_CD	Reporting	The identification code assigned to the reporting.	0	Text	10	Leave blank
ACTG 25	SUB_RPT_CD	Sub Reporting	The identification code assigned to the sub reporting.	0	Text	4	Leave blank
ACTG 26	TASK_CD	Task	The identification code assigned to the task.	0	Text	4	Enter as Shown
ACTG 27	SUB_TASK_CD	Sub Task	The identification code assigned to the sub task.	0	Text	4	Leave blank
ACTG 28	TASK_ORO_CD	Task Order	The unique identification code assigned to the task order.	0	Text	6	Leave blank
ACTG 29	PRJ_CD	Project	The identification code associated with the project.	0	Text	10	Enter as Shown
ACTG 30	PHASE_CD	Phase	The identification code assigned to the phase. Phase is a cost accounting Chart of Accounts element representing a phase of a project.	0	Text	6	Leave blank

ACTG 31	DSCR_EXT	Extended Description	The extended description associated with this document.	0	Text	1500	Leave blank
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RECORD TRAILER

Instructions:

Submit only programmatically created Trailer Records. The process should generate the 'actual' file name and file content.

Required: The File Name on the Trailer Record must be the ***SAME*** as the 'actual' File Name of the document being submitted.

Examples: If Submission is on 07/20/05:

Document File Name: ECAPS_PK_LBEQ_TIMECARD_20050720.txt
Trailer Name: TRLECAPS_PK_LBEQ_TIMECARD_20050720

Next day submittal for Mileage

Document File Name: ECAPS_PK_LBEQ_TIMECARD_20050721.txt
Trailer Name: TRLECAPS_PK_LBEQ_TIMECARD_20050721

ECAPS DATA CONVERSION INSTRUCTIONS

Document Name: Trailer Record Layout (updated 4/5/05)
Document Component:

Version: 1

No.	Attribute	Caption	Description	R/C	Type	Size	eCAPS Comments
	TRAILER_ID	Trailer ID	Trailer ID This value identifies the flat file record as the trailer record. The value is 'TRL'.	R	Text	3	"TRL"
	DOC_ID	Document Name	File Name on the Trailer Record must be the SAME as the 'actual' File Name of the Document being submitted.				"ECAPS_PK_LBEQ_TIMECARD_"
	DOC_REC_DT_DC	Record date	The record date manually entered on the document header.	R	Date	8	Enter date document submitted Format of Date "YYYYMMDD" Example: "20050720"
	FILLER		Space	R	Text	1	Leave blank.
	RECORD_COUNT	Record Count	The count of all records / record types in this file.	R	Numeric	10	Count of all records in the file. This includes all record types. Include the trailer record in the count.
	HEADER_COUNT	Header Count	The count of all header (HDR) records in this file.	R	Numeric	10	Count of all HDR records in the file.
	SUM_AMT1	Summary Amount 1	Summary total of total hours.	R	Numeric	(16,2)	Sum of all hours.
	SUM_AMT2	Summary Amount 2	Summary total of Miles	CR	Numeric	(16,2)	Leave Blank.

EXHIBIT E

Data Conversion Schedule

This is a monthly job processed by the 15th and last day of the month. The schedule is published in January of each year and will be available to Contractor prior to the first processing job of the year.

Document Pickup

11:30 a.m.

E-mail Delivery

12:00 noon (next day)

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME Datagraphic Computer Services, Inc Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:



DATE: 11 / 16 / 2007

PRINTED NAME:

Rose A. Chow

POSITION:

Chief Financial Officer

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Datagraphic Computer Services, Inc. Contract No. _____

Employee Name Rose A. Chow

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT


Page 2 of 2

above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:



DATE: 11 /18 /2007

PRINTED NAME:

Rose A. Chow

POSITION:

Chief Financial Officer

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Datagraphic Computer Services, Inc Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:



DATE:

11 / 16 / 2007

PRINTED NAME:

Rose A. Chow

POSITION:

Chief Financial Officer

EXHIBIT G

Title 2 ADMINISTRATION Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. Seq. of this code, entitled Contracting with Private Business.

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

*Editor's note: Effective three months after the effective date of the Ordinance approval.

EXHIBIT G

Title 2 ADMINISTRATION Chapter 2.201 LIVING WAGE PROGRAM

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

EXHIBIT G

Title 2 ADMINISTRATION Chapter 2.201 LIVING WAGE PROGRAM

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- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

EXHIBIT G

Title 2 ADMINISTRATION Chapter 2.201 LIVING WAGE PROGRAM

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

EXHIBIT H
Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

EXHIBIT H
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7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

EXHIBIT H
Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



EXHIBIT J

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



EXHIBIT J

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT K



CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Datagraphic Computer Services, Inc.
Contractor's Name

6829 Lankershim Blvd North Hollywood, Ca. 91605
Business Address

95-2545533

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

Check One

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. ☒ Yes ☐ No
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. ☒ Yes ☐ No
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. ☒ Yes ☐ No
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action which includes the establishment of goals and timetables. ☒ Yes ☐ No

Name (please print or type) Rose Chow

Title of Signer (please print or type) Chief Financial Officer

Signature Rose A. Chow Date 11/16/07



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE
MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll reports)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)						
(2) Payroll No.:		(4) From payroll period: ____/____/____ to payroll period: ____/____/____						
(6) Department Name:		(5) For Month Ending: ____/____/____						
(9) Contractor Health Plan Name(s):		(8) Contract Name & Number: _____						
(11) Employee Name, Address & Last 4 digits of SS#		(10) Contractor Health Plan ID Number(s):						
	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period	(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employees Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16x18)
1								
2								
3								
4								
5								
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. Print Authorized Name: _____		Total (This Page) Grand Total (All Pages)						
Authorized Signature: _____		Title: _____ Telephone Number (include area code) _____ Page: _____ of _____						

EXHIBIT M
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.
3. That:
- A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
- B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
- ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.



EXHIBIT N
COUNTY OF LOS ANGELES
NOTICE TO EMPLOYEES
COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time employee and perform any service to the County under this contract, you must be paid a "living wage" for the hours you work on the County contract.

THESE ARE YOUR RIGHTS. . .

Living Wage

If you are a full-time employee, you must be paid no less than either of the two Living Wage rates:

- a) You must be paid not less than the living wage rate of \$9.64 per hour and your employer must pay at least \$2.20 per hour towards health benefits, **OR**
- b) You must be paid not less than the living wage rate of \$11.84 per hour:
 - The \$11.84 per hour rate must be paid to you if your employer does not provide you with health benefits, **or** if your employer pays less than \$2.20 per hour towards your health benefits for you.
 - The \$11.84 per hour rate includes \$2.20 per hour to enable you to purchase health benefits on your own, if you so choose. If you need help finding a health plan, your employer may be able to assist you.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

You May Report Living Wage Violations to:

County Department Administering this Contract

County Department Phone Number

OR

Office of Affirmative Action Compliance
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243



EXHIBIT N CONDADO DE LOS ANGELES

AVISO A LOS EMPLEADOS SOBRE LA ORDENANZA DE SALARIO DIGNO DEL CONDADO DE LOS ANGELES

Este empleador es un contratista del Condado de Los Angeles. Este contrato está sujeto a la Ordenanza de Salario Digno (LWO) establecido por la Junta de Supervisores (Código del Condado de Los Angeles, Capítulo 2.201). Si usted es un empleado de jornada completa y presta algún servicio para el Condado conforme a este contrato, se le debe pagar el “salario digno”, por las horas que trabaja bajo contrato con el Condado.

ESTOS SON SUS DERECHOS...

El Salario Digno

Si usted es un empleado de jornada completa, se le debe pagar no menos de cualquiera de los dos Salarios Dignos identificados:

- a) Se le debe pagar no menos del salario digno de \$9.64 por hora, y su empleador debe pagar al menos \$2.20 por hora en beneficios médicos, **O**
- b) Se le debe pagar no menos del salario digno de \$11.84 por hora:
 - Se le debe pagar un salario digno de \$11.84 por hora si su empleador no provee beneficios médicos, **o** si su empleador paga menos de \$2.20 por hora por sus beneficios médicos.
 - El salario digno de \$11.84 por hora incluye los \$2.20 por hora que le permite a usted adquirir beneficios médicos por su cuenta, si así lo dispone. Si necesita ayuda para encontrar un plan de salud, su empleador podría asistirle.

Represalias

Es prohibido que se le transfiera, se le asigne a un puesto inferior o se le despida por denunciar infracciones con la Ordenanza de Salario Digno. Todo acto de represalia se puede reportar a la Oficina de Acción Afirmativa a la línea telefónica designada para asuntos del salario digno.

Continuidad en el Empleo

Si el Condado de Los Angeles termina el contrato con su actual empleador antes de la fecha de caducidad del mismo y contrata a otra empresa para el mismo servicio, usted posiblemente tendrá el derecho a trabajar con el nuevo contratista, como mínimo durante los primeros 90 días del nuevo contrato.

Crédito Federal Impositivo sobre Ingresos Salariales

Usted puede solicitar el Crédito Federal Impositivo sobre Ingresos Salariales y recibir una compensación monetaria establecida por el Servicio de Impuestos Internos (IRS) al año si reúne los requisitos para calificar. Para recibir el formulario, comuníquese con su empleador o al IRS al número gratuito (800) 829-3676.

Para hacer denuncias sobre infracciones a la Ordenanza de Salario Digno favor de llamar a los siguientes teléfonos:

Nombre del Departamento del Condado que administra este contrato

Número de teléfono de dicho departamento

O

Oficina de Acción Afirmativa
Línea Directa para Quejas sobre el Salario Digno:
(888) 550-WAGE o (888) 550-9243